

**SOLICITATION NUMBER:**

**SERVICE:**

**FULL MAINTENANCE/O&M SERVICES**

**LOCATIONS:**

**PERIOD OF PERFORMANCE:**

**SOLICITATION ISSUE DATE:**

**OFFER RECEIPT DATE and TIME:**

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## **A. SOLICITATION/CONTRACT FORM**

### **A.1. ITEMS OF IMPORTANCE**

- A.1.1.** The Pre-Quote/Solicitation Meeting will be held on \*\*\*\* at \*\*. Please contact \*\* at xxx-xxx-xxxx no later than 3:00 p.m. CDT on \*\* to reserve a seat (seating is limited).
- A.1.2.** The walk-through portion of the buildings will be provided by \*\*, beginning at \*\* at the \*\*. All attendees are to meet the \*\* staff in the lobby of the building.
- A.1.3.** The walk-through portion of the buildings will be continued in \*\*, on \*\* at the \*\*. It is anticipated that the walk-through of the \*\* facilities will take one full day, and one half day. Therefore, the walk-through portion of the buildings will continue on \*\* at the \*\*. The walk-through will conclude during the morning of \*\*; the Pre-Quote/Solicitation Meeting will be held at the date, time, and location shown in paragraph A.1.1 after the walk-through of the facilities. An opportunity will be provided to view all locations.
- A.1.4.** The Standard Form 1449 (Solicitation/Contract/Order for Commercial Items) attached herein must be completed in its entirety, including offeror's signature, and submitted with the quote.
- A.1.5.** Each offeror's CCR and ORCA registrations must be accurate and up to date before Request for Quote (RFQ) due date.
- A.1.6.** Each offeror shall read and adhere to the entire solicitation, and prepare offers in accordance with the instructions provided in Sections L and M of this solicitation.

### **A.2. MAXIMUM ORDER LIMITATION**

The maximum order limitation for additional service (reimbursable) orders is **\$80,000** per year, with an aggregate amount of **\$400,000** for the total 5 year period. The maximum order limitation does not include regularly monthly services.

### **A.3. CONTRACT TYPE**

The Government intends to award a five (5) year performance-based single award Firm Fixed Price (FFP) Blanket Purchase Agreement (BPA) for Complete Facilities Maintenance. The BPA will be issued using \*\* Schedule 03FAC, Facilities Maintenance and Management. **This BPA will require SIN's 811 002 Complete Facilities Maintenance and 003 100 Ancillary Supplies and/or Services, relating to Complete Facilities Maintenance.**  
**CONTRACTORS WITHOUT THESE SINS ON THEIR 03FAC SCHEDULE CONTRACT WILL NOT BE CONSIDERED.**

## B. SERVICES, ORDERING AND PRICES

**B.1. ESCALATION AND WAGE ADJUSTMENTS:** This is a firm-fixed price contract. However, price adjustments will be considered annually in accordance with the Fair Labor Standards Act and Service Contract Act – Price Adjustment clause (FAR 52.222-43).

**B.2. ADDITION/REMOVAL OF BUILDINGS:** \*\*\* may add or remove buildings from this contract at any time. For a building to be added to the contract, \*\*\* will provide the building information to the Contractor and request a quotation from the Contractor to provide pricing information for the requested services in line with the current pricing. If a building is to be deleted from the contract, the process shall be to delete the actual offered price from the contract. At this time, there is no anticipation to add any additional facilities to this contract. However, if there are any facilities added, they will not exceed 25% of the contract dollar value.

**B.3. ADDITION/REDUCTION OF INVENTORY:** Refer to Section C.45 “Changes by the Government”. Requests for adjustment in staffing and or price adjustments based on additions or reductions in inventory will be considered annually at the end of each annual call order.

**B.4. STAFFING:** Figure B-1, Staffing Worksheet, must be completed by the contractor and submitted to the Contracting Officer (CO) 21 days prior to the contract start date. This form must also be submitted to the CO when any modifications to the contract result in changes in staffing by \*\*\*. Figure B-2 is a sample worksheet to illustrate how wage adjustments will be calculated as a result of changes in wages that result from Department of Labor Wage Determinations or Collective Bargaining Agreements.

### B.5. PRICING OF SERVICES

This BPA will provide Full Maintenance (FM) services including grounds maintenance for federal facilities at the following locations for a period of 5 years:

***	***
-----	-----

This BPA will provide Operations and Maintenance (O&M) services only for federal facilities at the following locations for a period of 5 years:

***	***
-----	-----

***	***
-----	-----

The Contracting Officer (CO) will be issuing annual one-year BPA Call Orders for the FM services, including grounds maintenance, and O&M services as specified in Section C for the above locations each year.

**Offerors must submit a copy of their \*\*\* Schedule Price List (terms and conditions) with their price quote so that \*\*\* can verify proposed pricing.** The \*\*\* Schedule Terms and Conditions must include all authorized Special Item Numbers (SIN's) and any material handling fees allowed for reimbursable repairs.

Additional BPA Calls may also be issued for additional reimbursable repair services within scope for the above locations under the maximum order threshold total of \$400,000 for five years. Each offeror will be required to submit a breakdown of all ancillary supplies and services (SIN 003 100) proposed with the additional reimbursable repair orders, in enough detail to verify the quote against the offeror's \*\*\* Schedule contract's approved pricing for SIN 003 100 Ancillary Supplies and/or Services.

## **PRICE QUOTATION.**

**Attached at the end of this section is the pricing table, "Pricing Table – Fig. B-3" to be used for the BPA quote. The contractor will need to create a pricing sheet for each year (i.e. title pages "BPA Year 1", "BPA Year 2", etc.).** The BPA award will include a breakdown of basic monthly services that will include firm fixed pricing for both the proposed schedule labor rate and ancillary supplies and services per year per building for 5 years. The separate breakdown of ancillary supplies and services (SIN 003 100) proposed with the basic annual services (see Column for Monthly Price 003 100) will be in enough detail to verify the quote against the offeror's \*\*\* Schedule contract's approved pricing for SIN 003 100 Ancillary Supplies and/or Services. The separate breakdown will be part of the awarded pricing.

The additional and reimbursable repair services line items will be evaluated and the pricing accepted at the time of award, but will not be obligated. When a need arises for reimbursable repair services, \*\*\* will create a \*\*\* Form 300 against the 5-year BPA using the pre-priced additional services line items. The obligation for the additional services will be done on each \*\*\* Form 300 issued.

### PRICING TABLE – FIGURE B-3

#### **B.1.1. Basic Monthly Operations and Maintenance Services only, as described in Section C (for Annual One-Year Call Orders)**

Provide as many skill categories that will be used (add rows as necessary). Does not include prices for custodial and related services, exterior cleaning, lawn and grounds maintenance and snow removal.

***	SIN 811 002Skill (labor) Category Description	*** Schedule Hourly Rate	Discounted Hourly Rate	Labor Hours Monthly	Monthly Price Labor	Monthly Price SIN 003 100	Total Monthly Price (including 003 100's)
***	SIN 811 002 Skill (labor) Category Description	*** Schedule Hourly Rate	Discounted Hourly Rate	Labor Hours Monthly	Monthly Price Labor	Monthly Price SIN 003 100	Total Monthly Price (including 003 100's)
***	SIN 811 002 Skill (labor) Category Description	*** Schedule Hourly Rate	Discounted Hourly Rate	Labor Hours Monthly	Monthly Price Labor	Monthly Price SIN 003 100	Total Monthly Price (including 003 100's)
***	SIN 811 002 Skill (labor) Category Description	*** Schedule Hourly Rate	Discounted Hourly Rate	Labor Hours Monthly	Monthly Price Labor	Monthly Price SIN 003 100	Total Monthly Price (including 003 100's)
***	SIN 811 002Skill (labor) Category Description	*** Schedule Hourly Rate	Discounted Hourly Rate	Labor Hours Monthly	Monthly Price Labor	Monthly Price SIN 003 100	Total Monthly Price (including 003 100's)

Provide break out of SIN 003 100 for Ancillary Supply costs per building per month. This can be provided on a separate sheet/table but must be included with price quote.

**B.1.2. Service Order Dispatcher**

Quote a price **per month** for a Service Order Dispatcher. This position will provide services to all locations. (DOL wage classification 01320).

***	SIN 811 002 Skill (labor) Category Description	*** Schedule Hourly Rate	Discounted Hourly Rate	Labor Hours Monthly	Monthly Price Labor	Monthly Price SIN 003 100	Total Monthly Price (including 003 100's)

**B.1.3. Custodial and Related Services** (described in Section C).

Provide as many skill categories that will be used (add rows as necessary). Does not include prices for exterior cleaning, lawn and grounds maintenance or snow removal.

***	SIN 811 002 Skill (labor) Category Description	*** Schedule Hourly Rate	Discounted Hourly Rate	Labor Hours Monthly	Monthly Price Labor	Monthly Price SIN 003 100	Total Monthly Price (including 003 100's)
***	SIN 811 002 Skill (labor) Category Description	*** Schedule Hourly Rate	Discounted Hourly Rate	Labor Hours Monthly	Monthly Price Labor	Monthly Price SIN 003 100	Total Monthly Price (including 003 100's)

Provide break out of SIN 003 100 for Ancillary Supply costs per building per month. This can be provided on a separate sheet/table but must be included with price quote

**B.1.4. Lawn and Grounds Maintenance and Snow Removal** (described in Section C).

Provide as many skill categories that will be used (add rows as necessary):

***	SIN 811 002 Skill (labor) Category Description	*** Schedule Hourly Rate	Discounted Hourly Rate	Labor Hours Monthly	Monthly Price Labor	Monthly Price SIN 003 100	Total Monthly Price (including 003 100's)

***	SIN 811 002 Skill (labor) Category Description	*** Schedule Hourly Rate	Discounted Hourly Rate	Labor Hours Monthly	Monthly Price Labor	Monthly Price SIN 003 100	Total Monthly Price (including 003 100's)

Provide break out of SIN 003 100 for Ancillary Supply costs per building per month. This can be provided on a separate sheet/table but must be included with price quote

#### **B.1.5. Other Services**

Quote a price for each task below per building. The following performance based tasks are to be provided by the Contractor upon receipt of a Call Order by the Contracting Officer or designated Purchasing Agent, or order via purchase card by the Contracting Officer's Representative (COR) if \$2,500 or below. **NOTE: The Government reserves the right to procure the following line items from other sources.** The COR will give the Contractor 10 working days advance notice, except when emergency conditions exist.

##### **(a) Carpet Cleaning:**

***	SIN 811 002 Skill (labor) Category Description	*** Schedule Hourly Rate	Discounted Hourly Rate	Labor Price Per Square Foot	SIN 003 100 price per square foot	Total Price Per Square Foot
***	SIN 811 002 Skill (labor) Category Description	*** Schedule Hourly Rate	Discounted Hourly Rate	Labor Price Per Square Foot	SIN 003 100 price per square foot	Price Per Square Foot

**(b) Exterior Window Washing, both sides (2<sup>nd</sup> floor and above):**

***	SIN 811 002 Skill (labor) Category Description	*** Schedule Hourly Rate	Discounted Hourly Rate	Labor Price Per Window	SIN 003 100 price per window	Total Price Per Window

***	SIN 811 002 Skill (labor) Category Description	*** Schedule Hourly Rate	Discounted Hourly Rate	Labor Price Per Window	SIN 003 100 price per window	Total Price Per Window

**(c) Heavy Equipment Snow Removal:** Services for driveways, parking areas may require the use of special mechanical equipment, SIN 003 100 (i.e. pick-up or jeep with snow blade, dump truck, front-end loader, bobcat, or any other necessary equipment and supplies). Manual snow removal for facility entrances, steps, landings, and sidewalks is included in the monthly contract price (Section C). Quote a per hour price for heavy equipment snow removal:

***	SIN 811 002 Skill (labor) Category Description	*** Schedule Hourly Rate	Discounted Hourly Rate	SIN 003 100 Price per Hour	Total Price Per Hour
***	SIN 811 002 Skill (labor) Category Description	*** Schedule Hourly Rate	Discounted Hourly Rate	SIN 003 100 Price per Hour	Total Price Per Hour

**(d) Blinds and Coverings:** Not including drapes, curtains, and unique coverings:

***	SIN 811 002 Skill (labor) Category Description	*** Schedule Hourly Rate	Discounted Hourly Rate	SIN 003 100 Price per Blind/Cover	Total Price Per Blind/Cover



***	SIN 811 002 Skill (labor) Category Description	*** Schedule Hourly Rate	Discounted Hourly Rate	SIN 003 100 Price per Blind/Cover	Total Price Per Blind/Cover

**(e) Pressure Washing:**

***	SIN 811 002 Skill (labor) Category Description	*** Schedule Hourly Rate	Discounted Hourly Rate	Labor Price Per Square Foot	SIN 003 100 price per square foot	Total Price Per Square Foot
***	SIN 811 002 Skill (labor) Category Description	*** Schedule Hourly Rate	Discounted Hourly Rate	Labor Price Per Square Foot	SIN 003 100 price per square foot	Price Per Square Foot

**(f) Tree Thinning:**

***	SIN 811 002 Skill (labor) Category Description	*** Schedule Hourly Rate	Discounted Hourly Rate	SIN 003 100 Price per Tree	Total Price Per Tree
***	SIN 811 002 Skill (labor) Category Description	*** Schedule Hourly Rate	Discounted Hourly Rate	SIN 003 100 Price per Tree	Total Price Per Tree

**(g) Government Furnished Trees and Plants (Planted in Ground or Planters):**

***	SIN 811 002 Skill (labor) Category Description	*** Schedule Hourly Rate	Discounted Hourly Rate	SIN 003 100 Price per Tree	Total Price Per Tree

***	SIN 811 002 Skill (labor) Category Description	*** Schedule Hourly Rate	Discounted Hourly Rate	SIN 003 100 Price per Tree	Total Price Per Tree

#### **B.1.6. Additional Mechanical Labor Services**

Additional miscellaneous work and minor repairs as described in Section C.41. Propose a **per hour** price for both regular and overtime hours:

Additional Mechanical Labor Services	SIN 811 002 Skill (labor) Category Description	*** Schedule Hourly Rate	Discounted Hourly Rate	Multiply Discounted Hourly Rate by 100 hours	Total Price for Skill (labor) category
6:00 AM to 6:00 PM					
6:00 PM to 6:00 AM					

**B.1.7. Additional Custodial Labor Services**

Propose a per hour price to provide additional custodial labor services (additional support services type work) as described in Section C.54:

Additional Custodial Labor Services	SIN 811 002 Skill (labor) Category Description	*** Schedule Hourly Rate	Discounted Hourly Rate	Multiply Discounted Hourly Rate by 100 hours	Total Price for Skill (labor) category
6:00 AM to 6:00 PM					
6:00 PM to 6:00 AM					

**B.1.8. Reimbursable Repairs (non-alterations work) as described Section C.37 Repairs.**

Quote a **per hour** price for regular and overtime hours (see below). Vendor to quote on the Skill Categories below. \*\*\* will verify these Skill Categories are within your schedule contract. If the rates will change per BPA year, be sure to provide a rate for each year. The 100 hours multiplier is being used for evaluation purposes and the total amount will not actually be awarded. These rates will include both in-house staff and subcontractors which should both be under your SIN 811 002:

Reimbursable Repairs (non-alterations work)	SIN 811 002 Skill (labor) Category	*** Schedule Hourly Rate	Discounted Hourly Rate	Multiply Discounted Hourly Rate by 100 hours	Total Price for Skill (labor) category
<b>IN-HOUSE DISCIPLINES</b>					
6:00 AM to 6:00 PM	Electrician				
6:00 PM to 6:00 AM					
6:00 AM to 6:00 PM	HVAC Mechanic				
6:00 PM to 6:00 AM					
6:00 AM to 6:00 PM	General Maintenance Worker				
6:00 PM to 6:00 AM					
6:00 AM to 6:00 PM	Locksmith				
6:00 PM to 6:00 AM					
6:00 AM to 6:00 PM	BAS Controls Technician				
6:00 PM to 6:00 AM					

Reimbursable Repairs (non-alterations work)	SIN 811 002 Skill (labor) Category	*** Schedule Hourly Rate	Discounted Hourly Rate	Multiply Discounted Hourly Rate by 100 hours	Total Price for Skill (labor) category
<b>SUBCONTRACTED DISCIPLINES</b>					
6:00 AM to 6:00 PM	HVAC Technician				
6:00 PM to 6:00 AM					
6:00 AM to 6:00 PM	Chiller Technician				
6:00 PM to 6:00 AM					

6:00 AM to 6:00 PM	Boiler Technician				
6:00 PM to 6:00 AM					
6:00 AM to 6:00 PM	Electrician				
6:00 PM to 6:00 AM					
6:00 AM to 6:00 PM	Plumber				
6:00 PM to 6:00 AM					
6:00 AM to 6:00 PM	Locksmith				
6:00 PM to 6:00 AM					
6:00 AM to 6:00 PM	Roofing Technician				
6:00 PM to 6:00 AM					
6:00 AM to 6:00 PM	Laborer				
6:00 PM to 6:00 AM					
6:00 AM to 6:00 PM	Fire Alarm Technician				
6:00 PM to 6:00 AM					
6:00 AM to 6:00 PM	BAS Controls Technician				
6:00 PM to 6:00 AM					
6:00 AM to 6:00 PM	Landscape Technician				
6:00 PM to 6:00 AM					
6:00 AM to 6:00 PM	Window Technician (i.e., replacement of windows)				
6:00 PM to 6:00 AM					

#### **B.1.9. Material Markup**

As stated in your 03FAC Schedule Contract Terms and Conditions.

#### **B.1.10. Basic Services Pricing Summary**

In addition to completing the “Pricing Table – Fig. B-3”, offerors shall complete the table at Fig. B-4, “Basic Services Pricing Summary”, located within this section.

**NOTE: For Prices quoted in sections B.1.1 through B.1.8 above, price analysis will be conducted independently of the total evaluated price.**

**FIGURE B-4 BASIC SERVICES PRICING SUMMARY**

Facility	Period	Operations & Maintenance		Service Order Dispatcher		Custodial & Related Services		Lawn & Grounds Maintenance	
		Price Per Month	Price Per Year	Price Per Month	Price Per Year	Price Per Month	Price Per Year	Price Per Month	Price Per Year
***	Year I								
	Year II								
	Year III								
	Year IV								
	Year V								
***	Year I								
	Year II								
	Year III								
	Year IV								
	Year V								
***	Year I								
	Year II								
	Year III								
	Year IV								
	Year V								
***	Year I								
	Year II								
	Year III								
	Year IV								
	Year V								
***	Year I								
	Year II								
	Year III								
	Year IV								
	Year V								
***	Year I								
	Year II								
	Year III								
	Year IV								
	Year V								

**Instructions:** Insert the monthly and annual prices for each category of service, for each year. Shaded areas are excluded from this BPA.

**Note:** Service Order Dispatcher Services are applicable to all facilities.

<b>Location:</b>				
<b>Contract Identifier:</b>	(Insert Contract Number, or FSS Schedule Number with BPA and Order Number)			
<b>Performance Start Date:</b>				
<b>Services Provided:</b>	(Custodial, Grounds Maintenance)			
<b>Custodial Union Name:</b>				
<b>Custodial Workman's Comp Rate:</b>				
<b>SUTA Thresholds:</b>				

[illegible]

### Contractor Staffing Declaration

**FIGURE B - 1 - CBA**

## SAMPLE

[illegible]

## C. DESCRIPTION/SPECIFICATION/STATEMENT OF WORK

### C.1. SCOPE OF WORK

The Contractor shall provide all management, supervision, labor, materials, supplies, repair parts, tools and equipment and shall plan, schedule, coordinate and assure effective performance of all services described herein. The Contractor shall provide all services in accordance with the requirements of these specifications at the locations listed below.

***	Operations and maintenance
***	Operations and maintenance
***	Operations and maintenance
***	Operations and maintenance Custodial services (5 days per week) Grounds maintenance
***	Operations and maintenance Custodial services (5 days per week) Grounds maintenance

#### C.1.1. Operations and Maintenance Services

The Contractor must provide management, supervision, labor, materials, equipment, and supplies and shall be responsible for the efficient, effective, economical, and satisfactory operation, scheduled and unscheduled maintenance, and repair of equipment and systems located within the property line of the building(s) listed in paragraph C.1 above, to include the following:

1. Electrical systems and equipment.
2. Mechanical, plumbing, energy management control systems (EMCS), and heating, ventilation, and air conditioning (HVAC) systems and equipment.
3. Fire protection and life safety systems and equipment.
4. All control systems that are within the scope of this contract.
5. Upgrade of software or software licenses for building automation systems (BAS).
6. Architectural and structural systems, fixtures, and equipment within the site (to the property line).
7. Service call desk operations, to include record keeping using a computerized maintenance management system (CMMS) as well as other administrative functions.
8. Maintenance of landscape irrigation systems.
9. Locks, keycard systems, and static and dynamic bollard systems.



10. Dock levelers.
11. Domestic water equipment and systems
12. Water treatment equipment and systems
13. Sanitary sewage equipment and systems
14. Storm drainage equipment and systems
15. Reporting of elevator problems and service calls to the elevator contractor and the Contracting Officer's Representative.
16. Child care center playground equipment (all facilities equipment associated with a child care center is included to the extent similar equipment is included for the main facility).

Additional services may be ordered at the discretion of the Government for work relating to the operations, maintenance and repair or upgrade of the covered facilities, but not covered in the basic services of the contract, as described in this document.

Excluded from this scope are:

1. Security systems.
2. Telecommunication systems.
3. Equipment owned and operated by tenant agencies.
4. Furnishings (not installed as fixtures).
5. Kitchen appliances and equipment (but ductwork above the ceiling, grease traps with associated piping, and any fire suppression or fire alarm equipment are included in the scope).
6. Equipment owned by servicing public utilities.
7. Upgrade of software or software licenses for Computerized Maintenance Management System (CMMS).
8. Fitness center equipment.
9. Elevator and vertical transportation systems, including locks, keycard systems, and static and dynamic bollard systems.

#### **C.1.2. Custodial and Grounds Maintenance and Related Services**

This contract is for custodial and grounds maintenance and related services with a Performance-Based Statement of Work (PBSOW) for building(s) listed in paragraph C.1 above. As a performance-based contract, the requirements are stated in terms of desired results with associated quality standards. The contract shall consist of two major functional areas: standard services, and above standard services.

Custodial services provided by the Contractor are arranged and oversight is provided through one or more of the following entities: \*\*\* Regional Office, Service Centers, Field Offices, or Local

Offices. These entities represent the Occupancy Management organizations that have been adopted by \*\*\* Regional leadership.

The Contractor shall furnish all personnel, labor, equipment, material, tools, supplies, supervision, management, and services, except as may be expressly set forth as Government furnished, and otherwise do all things necessary to perform and provide the work efforts described in this Section C.

All references incorporated herein as Web pages (URL's) are accurate as of Oct. 4, 2010, and may be subject to change by their web publisher. Web pages are provided to the Contractor for additional clarity. A change to any Web page specified in this contract does not change or alter the Contract Objectives identified above.

## **C.2. DEFINITIONS**

### **C.2.1. Acceptance**

“Acceptance” means an authorized representative of the Government has inspected and agreed that the work meets all requirements of this contract, to include documentation requirements.

### **C.2.2. Additional Services**

“Additional services” are services that the Contractor will provide at an additional cost to the Government, to include all labor, supervision, supplies and materials specifically identified as being outside the provisions of the basic services and included in the offeror's overall pricing. These services may be provided during or after normal working hours. The Contracting Officer (CO) will issue a separate delivery order before work may proceed.

### **C.2.3. Approval**

“Approval” means the Government has reviewed submittals, deliverables, and administrative documents (e.g., insurance certificates, installation schedules, planned utility interruptions, etc.) and has determined the documents conform to contract requirements.

### **C.2.4. Architectural and Structural**

“Architectural and structural” systems include all building structure, envelope, building improvements and finishes, and site improvements (e.g., paving, walkways, asphalt, etc.) to the property line.

### **C.2.5. Basic Services**

The “basic services” of the contract consist of the recurring operations and maintenance contract requirements for which the Contractor is paid as a base price, i.e., the requirements established by the contract statement of work and related general and administrative requirements that do not contain provisions for separate reimbursement.

### **C.2.6. Building**

A reference to “facility” and “site” is interchangeable with “building”. A man made structure or edifice which services are performed within or on the exterior of the formation and is intended to support or shelter any use or continuous occupancy.

### **C.2.7. Building Automation System (BAS)**

The “building automation system” is a system controlling and monitoring building HVAC, and possibly other systems, to include all device, field, and global controllers; instrumentation; networking infrastructure; computers and peripherals; software; programming; database files; and licenses.

#### **C.2.8. Building Operating Plan**

The “building operating plan” is a mandatory plan that the Contractor prepares for Government approval that describes the Contractor’s program for operating and maintaining the building, to include both normal circumstances and contingencies.

#### **C.2.9. Computerized Maintenance Management System (CMMS)**

A “computerized maintenance management system” is a database and application software package that automates the O&M and repairs record keeping requirements. C.2.9 Consumable Parts

#### **C.2.10. Consumable Parts**

“Consumable parts” or components are parts or components that customarily require regular replacement rather than repair in a maintenance program and must be disposed of properly. Examples include oil, grease, belts, filters, ballasts, lamps, etc. All filter efficiency ratings shall be at the highest percentage possible but not less than a MERV rating of 8.

#### **C.2.11. Contracting Officer (CO)**

“Contracting officer” is the person with the overall responsibility for administering this contract. He/she alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details and delivery schedules; make final decisions on disputed deductions from contract payments for nonperformance or unsatisfactory performance; terminate the contract for convenience or default; and issue final decisions regarding contract questions or matters under dispute. Additionally, he/she may delegate certain other responsibilities to his/her authorized representatives.

#### **C.2.12. Contracting Officer’s Representative (COR)**

“Contracting officer’s representative” is the person designated by the CO at time of award and if necessary revised by letter during the contract period to assist him/her in discharging his/her responsibilities. The responsibilities of the COR include, but are not limited to: Evaluating Contractor performance with the Government’s representative at the work site; advising the Contractor of proposed deductions for nonperformance or unsatisfactory performance; compliance with contract requirements insofar as the work is concerned; and advising the CO of any factors which may cause delay in work performance.

#### **C.2.13. Contractor**

“Contractor” as used in this document refers to the firm awarded this contract.

#### **C.2.14. Controls and Control System**

A “control system” is any low-voltage control, communication and monitoring system, including but not limited to device, field and global controllers; instrumentation; networking infrastructure; computers and peripherals; software; programming; database files; and licenses. Examples are the BAS and lighting control systems. Fire protection systems and security systems are excluded from this definition for purposes of this contract and are defined separately. Gateway devices and mapping software and files for data interchange between a control system and a fire protection or security system are considered part of the control system.

#### **C.2.15. Emergency Callback**

An “emergency callback” is a service call or other request for service placed outside of normal working hours and of such a nature that response cannot wait for the resumption of the next day’s normal working hours.

#### **C.2.16. Existing Deficiency List Report**

The “existing deficiency list report” or “existing deficiency list” is a list of deficiencies that may exist in the equipment and systems covered by this performance work statement, as well as the Contractor's itemized price (including, but not limited to, labor, materials, overhead, and profit) for correcting each deficiency.

#### **C.2.17. Federal Holidays**

“Federal holidays” for the purposes of this contract are New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans’ Day, Thanksgiving Day, and Christmas Day. When Federal holidays fall on weekends, a weekday is typically designated as the holiday. Holidays that fall on Saturday are observed on the previous Friday and holidays that fall on a Sunday are observed on the following Monday.

#### **C.2.18. Fire Protection and Life Safety Systems**

“Fire protection and life safety systems” are systems and equipment installed in the building to (1) detect fire and products of combustion, (2) notify building occupants and emergency responders, (3) initiate smoke control and management systems (4) initiate fire suppression systems, (5) control or suppress fires and (6) facilitate or enhance emergency egress. These systems also may communicate with other major building systems for fire and smoke control, elevator recall, and utilities control. Life safety systems and equipment includes emergency lighting, exit signage, special egress door locking arrangements, and exit stair markings.

#### **C.2.19. Indefinite Quantity**

“Indefinite quantity” provisions permit the Government to order additional work, in addition to the basic services, and upon acceptance permit additional payment to the Contractor.

#### **C.2.20. Miscellaneous Work**

“Miscellaneous work” is additional labor that is performed at the request of the COR at no additional cost to the Government (i.e., they are part of basic services.) The Contractor may also have to provide consumable materials to complete the request.

#### **C.2.21. Modification**

Modification is a bilateral or unilateral change in the terms of a contract.

#### **C.2.22. Normal Working Hours**

“Normal working hours” is the hours of building operations under most circumstances when all services must be provided to all occupants. Normal working hours are:

\*\*\* – Normal operating hours: M-F, 6am to 6pm

\*\*\* - Normal operating hours: M-F, 6am to 6pm

\*\*\* - Normal operating hours: M-F, 6am to 6pm

\*\*\* – Normal Operating Hours: M-F, 8am to 5pm

\*\*\* – Normal Operating Hours: M-F, 7am to 5pm

#### **C.2.23. Occupant Emergency Plan (OEP)**

The largest agency in each building is responsible for development and enforcement of the building’s “Occupant Emergency Plan” (OEP). The OEP details what the building tenants must do in case of an emergency. The plan identifies fires wardens, shelter in place locations etc. The Contractor must support all OEP efforts to the fullest extent possible.

#### **C.2.24. On-site Supervisor**

The term "onsite supervisor" means a person designated in writing by the Contractor who has authority to act for the Contractor on a day-to-day basis at the work site. In order to be able to react instantaneously to emergency situations, the Contractor must provide for instant communication between the \*\*\* office and the onsite supervisors during normal operation time (e.g., two-way radios, pagers).

#### **C.2.25. Operations**

"Operations" is the continual process of using building equipment systems to accomplish their function, optimize building performance, and improve energy efficiency. Operations includes analysis of requirements and systems capabilities, operating controls and control systems, responding to service calls, touring and observing equipment performance and condition, adjusting equipment, identifying needed maintenance and repairs to equipment, and maintaining lubrication and chemical treatments, etc.

#### **C.2.26. Ordering Official**

Ordering Officials shall be appointed by letter from the CO. Ordering Officials will be the Government's representative for the ordering of supplies and services.

#### **C.2.27. Performance Based Service Contracting**

The procurement strategy that seeks to issue technical requirements that set forth outcomes for performance instead of specific requirements on how to perform the service. This strategy shifts the risk of performance to the Contractor by allowing the Contractor to design the methods of achieving desired results as defined by the performance quality standards established by the Government.

#### **C.2.28. Predictive Maintenance**

"Predictive maintenance" is a program of maintenance activities in which scheduling of maintenance derives from monitoring the operating condition, or changes in the operating condition, of equipment being maintained.

#### **C.2.29. Preventive Maintenance (Scheduled and Unscheduled)**

"Scheduled preventive maintenance" is a program of maintenance activities performed based on a fixed schedule or on equipment runtimes. "Unscheduled preventive maintenance" is all work performed including adjustments and procedures necessary to sustain the proper operation of all building equipment and systems pending a scheduled procedure.

#### **C.2.30. Quality Assurance Surveillance Plan (QASP)**

The QASP is the Government's surveillance method of monitoring and evaluating the Contractor's performance under a Performance Based Statement of Work (PBSOW).

#### **C.2.31. Quality Control Program**

The Contractor's complete system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable. Preparation of the written plan is the responsibility of the Contractor.

#### **C.2.32. Repair**

A "repair" is an act of restoring inoperable, dysfunctional or deteriorated equipment, systems, or material to a fully functional, non-deteriorated state. Repairs usually involve some combination of labor and replacement parts, components or materials.

#### **C.2.33. Non-Reimbursable Repair**

A “non-reimbursable repair” is a repair that is the Contractor’s responsibility with no additional reimbursement from the Government.

#### **C.2.34. Reimbursable Repair**

A “reimbursable repair” is a repair that is reimbursable to the Contractor, in whole or in part, in accordance with the provisions in this document.

#### **C.2.35. Sequence of Operations**

A “sequence of operations” is the control logic used to operate a system normally put into effect through a control program.

#### **C.2.36. Service Call**

A "service call" is a report made by building occupants, \*\*\* personnel or other interested parties, of a mechanical, electrical, plumbing, or architectural/structural malfunction and/or related problem, and the Contractor's subsequent response to, and correction of the problem, including any needed repairs requiring three (3) hours or less of labor and no more than \$200 in parts and materials.

#### **C.2.37. Tour**

A “tour” is generally a scheduled walkthrough of equipment rooms and installations including computer rooms, and restrooms, etc. by Contractor operating personnel for the purpose of ensuring that equipment is running properly, ensuring that equipment rooms are in good order and without safety hazards, and making any necessary adjustments to operating controls or to lubricate equipment. A tour may also involve a combination of such physical visits in addition to using automated systems for the monitoring of equipment and systems.

#### **C.2.38. Vertical Transportation Systems**

“Vertical transportation systems” include elevators, escalators, dumbwaiters, lifts, etc.

#### **C.2.39. Watch**

A “watch” involves performing certain tasks required for the operation of the HVAC equipment (central systems over 300 tons), boilers, compressors, and related equipment in a centralized location. Watches include, but are not limited to starting equipment, checking at designated intervals all operating equipment in the area, recording readings, shifting equipment and loads, making adjustments at the central control center, taking water samples, making tests, and adding chemicals as required.

#### **C.2.40. Above Standard Services**

Above Standard Services are custodial and grounds maintenance and related services not covered in the monthly price of the contract and under Sections C.47 through C.61 of this solicitation. Contractor prices include all applicable labor, materials, supplies, equipment (except as otherwise provided), supervision, and management. Historical examples of this type service: cloth towels, polishing underneath sides of glass, dusting agency owned pictures or personal property, paper towels other than what is required for the paper towel dispensers, cleaning fitness center equipment, etc.

#### **C.2.41. Custodial**

A reference to “custodial” is interchangeable with “janitorial”. Custodial and related services include cleaning, window washing, trash removal, recycling, landscaping, and maintaining a building or area.

#### **C.2.42. Environmentally Preferable**

Products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This

comparison may consider raw materials acquisition, production, manufacturing, products and chemicals, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service.

#### **C.2.43. Green Cleaning**

Green cleaning is a planned and organized approach to cleaning that uses products and processes that go beyond simple appearance and focuses on reducing impacts on human health and the environment.

#### **C.2.44. Service Calls - Custodial**

Custodial service calls are considered standard service requirements, such as nonrecurring requests for rearranging of furniture in a conference room, special event support, spills, replenishing restroom supplies, etc.

#### **C.2.45. Product Preference**

Products that are identified as “environmentally preferable”, and bio-based will be selected over those which do not carry such designations. The following factors to consider when selecting products include: environmental performance, cost performance, bio-based, recycled content, biodegradability, technical performance, and availability.

#### **C.2.46. Standard Services**

A standard service is defined as custodial and grounds maintenance and related services that are included in the monthly price or as defined in the Contract document. Prices are to include all applicable labor, materials, supplies, equipment (except as otherwise provided), supervision, and management.

### **C.3. FEDERAL REQUIREMENTS**

The following publications are incorporated by reference. Unless a specific date is provided, references are for the current edition published at the time of issue of the solicitation, to include any addenda or errata published by the issuing organization.

\*\*\* will provide the following documents:

- \*\*\*
- Facilities Standards for the \*\*\*
- \*\*\* Design Guide
- \*\*\*Property Management Business Practice Handbook \*\*\*

The Contractor is responsible for obtaining all of the following referenced documents at its expense:

- \*\*\* Preventative Maintenance Guide
- \*\*\* Standards Draft
- Facilities Standards for the \*\*\*
- \*\*\* Design Guide

- SMACNA Sheet Metal and Air Conditioning Contractors National Association HVAC Systems Testing, Adjusting & Balancing
- AHERA Asbestos Hazard Emergency Response Act
- ASHRAE Guideline 1 HVAC Commissioning Process
- ASHRAE Guideline 4 Preparation of Operating and Maintenance Documentation for Building Systems
- ANSI/ASHRAE Standard 15 Safety Code for Mechanical Refrigeration
- ANSI/ASHRAE Standard 34 Number Designation and Safety Classification of Refrigerants
- ANSI/ASHRAE Standard 55, Thermal Environmental Conditions for Human Occupancy
- ANSI/ASHRAE Standard 62, Ventilation for Acceptable Indoor Air Quality
- ANSI/ASHRAE Standard 100, Energy Conservation in Existing Buildings/Commercial
- ANSI/ASHRAE Standard 111, Practices for Measurement, Testing, Adjusting, and Balancing of Building Heating, Ventilation, Air-Conditioning, and Refrigeration Systems;
- ASME Boiler and Pressure Vessel Code
- ASME CSD-1 Control and Safety Devices of Automatically Fired Boilers
- National Board of Boiler and Pressure Vessel Inspectors, National Board Inspection Code
- OSHA 29 CFR 1910 ([http://www.access.gpo.gov/nara/cfr/waisidx\\_06/29cfr1910a\\_06.html](http://www.access.gpo.gov/nara/cfr/waisidx_06/29cfr1910a_06.html)) and 29 CFR1926
- CSI Master Format
- Clean Air Act
- Clean Water Act
- EPA Green Book
- EPA Purple Book
- FMR Federal Management Regulations
- \*\*\* SEMS Sustainable Environmental Management System \*\*\*
- International Building Code
- International Fire Code
- International Plumbing Code
- International Mechanical Code



- NETA Maintenance Testing Specification for Electrical Power Distribution Equipment and Systems
- NFPA 10, Standard for Portable Fire Extinguishers
- NFPA 12, Carbon Dioxide Extinguishing Systems
- NFPA 12A, Standard on Halon 1301 Fire Extinguishing Systems
- NFPA 13, Installation of Sprinkler Systems
- NFPA 17, Dry Chemical Extinguishing Systems
- NFPA 17A, Wet Chemical Extinguishing Systems
- NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems
- NFPA 70, National Electrical Code (NEC)
- NFPA 70E, Standard for Electrical Safety in the Workplace
- NFPA 72, National Fire Alarm Code
- NFPA 80, Standard for Fire Doors and Other Opening Protectives
- NFPA 85, Boiler and Combustible Systems Hazards Code
- NFPA 92A, Standard for Smoke Control Systems Utilizing Barriers and Pressure Differences
- NFPA 92B, Standard for Smoke Management Systems in Malls, Atria, and Large Spaces
- NFPA 96, Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations
- NFPA 101, Life Safety Code
- NFPA 105, Standard for the Installation of Smoke Door Assemblies and Other Opening Protectives
- NFPA 110, Standard for Emergency and Standby Power Systems
- NFPA 111, Standard on Stored Electrical Energy Emergency and Standby Power Systems
- NFPA 2001, Standard on Clean Agent Fire Extinguishing Systems
- NICET National Institute for Certification in Engineering Technologies publications and issuances
- NIOSH National Institute for Safety and Health publications and issuances
- DOE/EE-0157, International Performance Measurement and Verification Protocol
- R.S. Means Facilities Construction Cost Data

- USGBC LEED for Existing Buildings (LEED-EB)
- NEMA TP-1, National Electrical Manufacturers Association, Guide for Determining Energy Efficiency for Distribution Transformers, <http://www.nema.org/stds/tp1.cfm#download>
- NEMA MG-1. National Electrical Manufacturers Association, Motors and Generators
- NEMA Application Guide for AC Adjustable Speed Drive Systems
- ANSI/IWCA I-14.1, Window Cleaning Safety Standard
- Safe Drinking Water Act, PL 99-339, as amended
- Title 40 CFR, Part 761, PCBs in Electrical Transformers
- Title 40 CFR, 141.43, Sections A and D, Environmental Protection Agency Safe Drinking Water
- 41 CFR Part 102-74, Subpart C. – FMR (Facility Management)  
[http://www.access.gpo.gov/nara/cfr/waisidx\\_06/41cfr102-74\\_06.html](http://www.access.gpo.gov/nara/cfr/waisidx_06/41cfr102-74_06.html)
- 40 CFR, Protection of the Environment (all applicable sections of Chapter 1)  
[http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?sid=cb067c6143d1efa48ac4d1222120a7b6&c=ecfr&tpl=/ecfrbrowse/Title40/40tab\\_02.tpl](http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?sid=cb067c6143d1efa48ac4d1222120a7b6&c=ecfr&tpl=/ecfrbrowse/Title40/40tab_02.tpl)
- ANSI Z245.1, Mobil Refuse Collection and Compactor Equipment-Safety Requirements,  
<http://webstore.ansi.org/ansidocstore/product.asp?sku=ANSI+Z245.1-2007>
- Executive Order 13423, Strengthening Federal Environmental, Energy, and Transportation Management and all implementing guidance documents,  
<http://fedcenter.gov/programs/eo13423>
- Recovered Materials Advisory Notices, <http://www.epa.gov/cpg>
- BioBased Products, <http://biobased.oce.usda.gov>
- Comprehensive Procurement Guidelines (CPG), <http://www.epa.gov/cpg/about.htm>
- All applicable Federal, State and Local codes and regulations.

#### **C.4. EXISTING DEFICIENCY INSPECTION/INITIAL DEFICIENCY LIST**

The Contractor and the COR or designee must make a complete and systematic initial inspection together during the startup or transition phase of the contract that will include all mechanical, electrical, fire protection, and utility systems and equipment, windows, doors, and other structural features for which maintenance and repairs are covered by this performance work statement. The purpose of this inspection shall be to discover and list in an existing deficiency list report all deficiencies that may exist in the equipment and systems covered by this performance work statement, as well as the Contractor's itemized price (including, but not limited to labor, materials, overhead, and profit) for correcting each deficiency. The Government may elect to have all or any part of this work performed by the Contractor (at the price or prices quoted), by Government employees, or by other contractors. The existing deficiency list report must not include any items that

would be replaced, repaired, or adjusted during the performance of preventive maintenance or service calls. The Contractor shall be responsible for making immediate adjustments or corrections that fall within the scope of routine preventive maintenance required by this contract at no additional cost to the Government. This includes but is not limited to making adjustments to controls; adjusting the BAS software, e.g., correcting set points; reloading programs; restoring equipment being operated manually to automatic operation (this does not include changing established sequences of operation or programming sequences); applying lubricants; cleaning fan housings, fans, coils, dampers, air handling unit (AHU) sections, and equipment rooms and replacing consumable parts or components.

The Contractor must submit an initial deficiency list report not later than **30 calendar days** after contract start date to the COR or designee. Any dispute between the Government and the Contractor as to classification of initial deficiency list report items will be resolved under the Disputes Clause in this document. The Contractor's itemized estimates for correcting each deficiency must remain in effect for **180** days after submission of the initial deficiency list report. Deficiencies discovered after the submission of the initial deficiency list report will not be considered pre-existing for purposes of this contract, unless equipment is operational and cannot be secured and inspected. Any piece of equipment or system that cannot be inspected must be highlighted at the beginning of the deficiency list stating why it cannot be secured and inspected. An estimate of when the Contractor reasonably expects to be able to inspect the piece of equipment must be provided.

When an existing deficiency in an item is corrected, the Contractor must assume full responsibility for the subsequent repair of the item as covered under the terms of this contract at no additional cost to the Government. Nothing in this existing deficiency inspection/initial deficiency list clause must be construed as diminishing the obligations imposed by this contract upon the Contractor to operate any deficient item (to the extent operable) or to adjust or maintain any such item.

## **C.5. TRANSITION PHASE**

### **C.5.1. Transition Phase Startup**

The Contractor must provide **30 days** of transition startup services prior to the contract start date to assist transitioning between contractors. The purpose of this phase is to permit a transition that is seamless to the tenants and to assess the condition of the building and incomplete maintenance work at the time of contractor transition. During this period the Contractor must:

1. Develop a new, updated building operating plan.
2. Inspect the condition of all equipment and systems for which the Contractor will assume responsibility.
3. Review work order history and equipment inventory information.
4. Develop the initial deficiency list report, including an itemized estimate for correcting each deficiency as described in section C.4., Existing Deficiency Inspection/Initial Deficiency List.

Not later than the end of the transition startup phase and the concurrent beginning of operations and maintenance services, the Contractor must submit for \*\*\*'s approval:

1. The new building operating plan.
2. The initial deficiency list report, as described elsewhere in this document.

Within the first week of the startup phase the Contractor must submit a schedule and staffing plan for the startup phase. This plan must describe, by week, work to be accomplished. At the end of each week during the startup phase the Contractor must submit a letter report describing work accomplished.

As with other work required under this contract, all work performed during the startup phase must be recorded by the Contractor as work orders in the CMMS (if applicable), to include recording hours of time and costs.

## **C.6. PHASEOUT TRANSITION PERIOD**

When this contract expires or is otherwise terminated, the Contractor must cooperate with the incoming contractor during a phaseout period. For planning purposes, the Contractor must assume a phaseout period of 30 days.

During this phaseout period, the Contractor must assist the COR or designee and incoming contractor for a seamless transition in operations and maintenance with no adverse affect on the building tenants; provide the successor contractor with access to all records and official documentation (both hard copies and electronic as applicable) required by this contract; provide training to the successor contractor on methods of accessing and programming the building automation system (BAS) and other control systems; and show the successor contractor where all archived programs and systems literature are maintained. The Contractor will provide the incoming contractor a list of employees and their start of service dates. On the last performance day of the contract, the Contractor must turn over to the COR or designee all keys and identification badges or cards.

## **C.7. PUNCH LIST COMPLETION AND WITHHOLDING OF FINAL PAYMENT**

The Government may create a punch list of deficiencies or unmet contractual requirements at or near the time of termination of the contract. The Government may employ the services of another contractor in the development of such punch list and upon completion provide the Contractor with a copy of work not completed, to include the monetary value the Government has assigned for each item. The Government retains sole discretion over whether to charge the Contractor for the monetary value of the punch list in whole or in part or to request corrections by the Contractor. If the Government elects to request corrections by the Contractor, the Contractor shall have until the end of the contract period to perform such corrections and may invoice for funds withheld on acceptance of the corrections by the Government. Nothing in this section must be construed to limit the Contractor's liability or restrict the Government from reporting unsatisfactory or problematic performance by the Contractor.

## **C.8. GENERAL AND ADMINISTRATIVE REQUIREMENTS**

### **C.8.1. Minimum Staffing and Ability to Contact and Communicate with the COR**

The Contractor must provide staff to ensure services are continued without disruption to the tenant. The Contractor must ensure employees maintain communications access with the COR to allow contact by the Government at all times during normal working hours and to effectively communicate with Government personnel (See section C.8.2, Communication Equipment).

The Contractor must immediately notify the COR or other designated Government representative of any recognized safety hazard that might severely affect the building occupants.

The onsite technicians must have sufficient skills to immediately respond to a variety of service calls involving multiple trades, including the operation of building control and energy management systems. Operators must be certified where applicable.

Outside of normal working hours, the Contractor must maintain some designated form of communication with on-call staff to allow the Government to contact such on-call staff at any time for emergency response.

The Contractor must provide staff as necessary to meet all requirements of the contract.

Personnel must be properly licensed and certified to work on building systems or equipment for which licensed and or certified personnel are required by Federal, State, or local law, codes, or ordinances.

The Contractor must develop and submit to the COR or designee **21** calendar days prior to start date of contract a list of key personnel and emergency contact information (which may include subcontractor contacts, as applicable).

All contract employees, including subcontractor employees, must sign in and out at the beginning and end of their shifts on a log established at each building for security and contract administration purposes.

#### **C.8.2. Communication Equipment**

The Contractor must provide key operational personnel (managers, supervisors, and duty mechanics) with portable electronic means to communicate with \*\*\* for service calls, emergencies, status of projects, etc.

1. Text messaging device. The Contractor is responsible for all costs associated with the text messaging device. Examples are two-way pager, cell phone with text messaging, Blackberry, etc.
2. Fax. Receiving and sending faxes is acceptable as a secondary communication method for locations that have problems with wireless device signal strength. However, delaying faxes because of combined usage of voice and fax on the same line is not acceptable.

#### **C.8.3. Onsite Records**

The Contractor must ensure that all records required by the contract, or produced in performance of work under the contract, are maintained in an organized manner onsite in electronic format and are made available to the Government when requested. The contractor must receive, maintain and gather data, as well as other materials including records and manuals, related to the support and operation of Government facilities. The Government retains ownership of all databases, information, and other materials received or developed by the Contractor in support of this contract at all times.

#### **C.8.4. Service Call and Administrative Support**

The Contractor must operate a service call and administrative support function during normal working hours, to act as a central point of contact for the Government and building occupants to take service calls, track and maintain service call records in the CMMS. This includes service calls for work not under the scope of this contract (i.e., performing a central service call desk function for the facility, regardless of who is responsible for responding to the service call).

#### **C.8.5. Use of CMMS**

The Contractor must use the Government furnished CMMS, to include validating and updating the equipment inventory database, including all data fields specified by the COR or designee.

Where not previously established, the Contractor must construct the inventory database. The Contractor must use the CMMS to identify, control, track, and schedule preventive maintenance work, service calls, and equipment inventory. The Contractor must track historical maintenance and repair activities for each work order received during the performance of the contract. All work done by the Contractor must be accomplished under a CMMS work order. Contractor must provide reports to the COR as requested and in a format and media as requested.

The following table shows the required fields for work orders when the work orders are originally opened, dispatched for work, and when they are closed out.

W/O Fields Table

Field	Description	Data Type	New W/O	Dispatch	Close out
W/O	Work Order (W/O) Number	System	R	R	R
Organization	Building or facility number	Drop Down	R	R	R
W/O description	Where the problem; what is the problem	Text	R	R	R
Equipment	CMMS equipment inventory number or location	Drop Down	O	O	R
W/O Type	Where the W/O came from	Drop Down	R	R	R
W/O Priority	W/O Priority described in the contract	Drop Down	R	R	R
Problem Code	Classification of mechanical problem	Drop Down	O	O	R
Requested by	Name of person requesting the work	Text	R	R	R
Phone Number	Contact phone number for person requesting the work	Text	R	O	O
Date / Time Reported	Actual date of completion. Default is system generated date.	Date	R	R	R
Comments (Tab)	Unlimited text to extend description, update progress, or record special situations.	Text	O	O	O
Uploaded Document (Tab)	Pictures or documents associated with the W/O. *=Reports resulting from a PM must be attached.	Attach	O	O	O *R
Date / Time Completed	Actual date of completion. Default is system generated date	Date	N	N	R
Assigned to	Employee that the W/O is assigned to	Drop Down	O	R	R
Booked Hours Employee	Each employee that worked on the W/O	Drop Down	N	O	R
Booked Hours Time	Time worked by each employee that worked on the W/O	Time	N	O	R
Closing Comments	Describe what was done to complete the W/O	Text	N	N	R
Status	Open / Closed *** may use "On Hold"	Drop Down	O	O	R

The following table shows the required fields for equipment inventory. These fields are necessary as equipment is added or modified and when periodic equipment validation is completed.

#### Equipment Inventory Fields

<b>*** CMMS Columns</b>	<b>Req. Opt.</b>	<b>D7i Application Remarks</b>	<b>Data Type</b>
Position Description	R	Functional description of the equipment. Should start with "Architectural Symbol" if available. Must be unique for the facility.	Text
Position number	R	O&M will produce locally	Formatted
Location	R	Floors or mech. room	Dropdown
Asset Description	R	Physical description of the equipment; usually basic capacity (CFM, Ton, HP, GPM)	Text
Quantity	O	Actual quantity from count; grouped to facilitate PM	Number
PM Task	R	Preventative maintenance task - may be many for an equipment listing.	Dropdown
PM Date	R	One for each PM task	Date
Manufacturer	R	Equipment manufacturer	Dropdown
Model number	O *R	Manufacturer's model number *= Required for major equipment.	Text
Serial Number	O * R	Manufacturer's serial number *=Required for major equipment.	Text
Commission Date	R	Date equipment was installed	Comments
Status	R	Active, abandon or removed	Comments

#### C.8.6. Building Automation System (BAS)

The BAS includes but is not limited to all field panels, stand-alone control units, unitary controllers, associated sensors, wiring, software and firmware upgrades, etc. Some of this equipment is addressed under specific PM Guide numbers in the equipment inventories. The Contractor shall have full operational access to the system. The Contractor will be required to obtain the necessary training to facilitate this access. This training can be obtained from an

authorized manufacturer field office or an authorized company location. The Contractor will be required to provide back-up disk/CD's for this program and be required to back-up the system anytime changes are made. One copy of the back-up will be given to the \*\*\* Facility Manager/COR and another copy will be kept on-site next to the BAS Computer and available to the COR/Authorized service company.

There are several levels of access to the system. Contractor employees will be required to demonstrate the level of competence necessary to allow access to the various levels of the system. Passwords allowing access into the system will be safeguarded. The Contractor shall immediately notify the COR upon termination, resignation or layoff of employees who have access to the system so their access can be canceled. The Contractor shall be responsible for correcting damage or problems caused by his/her employees or his/her subcontractors to the system.

The Contractor shall keep a log of changes made to temperature set-points and provide this information to the COR upon request.

The system is capable of providing a variety of printed reports for various purposes. The Contractor shall provide these to the COR upon request.

The system is capable of trending points within itself according to parameters defined by authorized operators. The Contractor shall provide trending information and reports to the COR upon request.

Neither the Contractor nor any of his representatives shall make changes to the programs, the parameters of control defined within the programs, alarm limits, and enabling/disabling of alarms without the consent of the COR.

The COR may request changes to the time of day schedules for entire buildings, or may request changes to meet the needs of a specific tenant in the case of overtime HVAC. The Contractor shall be capable of making these types of changes or setting up new schedules. Any changes to time of day that are desired by the Contractor shall be approved by the CO AND COR BEFORE ANY CHANGES ARE MADE.

The Contractor shall provide PM on the system either by a subcontract with an authorized manufacturer representative or by contract employee who is trained and certified by the manufacturer as a SERVICE TECHNICIAN. PM shall be performed in accordance with manufacturer's recommendations, but as a minimum the CMMS PM task encyclopedia will be used as a guide.

#### **C.8.7. Quality Control Program**

The Contractor shall establish and implement a complete Quality Control Program (QCP) to assure the requirements of the Contract are met. The QCP is a system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable. A Quality Control Plan must be developed and submitted for approval to the CO and COR prior to issuance of the Notice to Proceed. Upon approval, the Contractor must implement the QCP.

The QCP is a living document and may be subject to change depending on the needs of the contract. Revisions to the Plan must be submitted to the CO and COR for approval.



The QCP shall include the following, as a minimum:

- A. How the Contractor will control quality of supplies and services.
- B. How project management, inspections, plan implementation, process improvement changes, correction of deficiencies, and green cleaning compliance will be accomplished.
- C. An inspection plan or checklist tailored to the specific building(s) being cleaned and serviced under this contract. The inspection plan or checklist shall detail how services at the work site shall be inspected to ensure that the outcome of the work meets all the quality standards set forth in the Contract and shall include, but is not limited to:
  - Date of inspection performed
  - Location of inspection
  - Description of findings
  - Description of action(s) taken (if necessary)
  - Signature and date of completion
- D. A training program to ensure that Contractor employees are capable of successfully accomplishing all work task(s) under this contract.
- E. A plan to ensure continuity of services in the event of separation of employees or employee absence.
- F. Methods detailing how the Contractor will monitor deficiencies of work output in relation to the performance standards, methods of informing employees of deficiencies in their area(s) of responsibility, and a process to ensure that the deficiencies are corrected and do not reoccur.
- G. A system detailing how the Contract will respond to service calls in a timely manner.
- H. A plan detailing how the contractor plans on using technology (two-way digital communication) to communicate with \*\*\*, to receive and respond to service calls, emergencies, etc.



**The QCP shall be submitted to the CO and COR for review and approval within 30 calendar days prior to contract start date. The Contractor is not authorized to start work until the QCP is accepted and the proper security clearances obtained. Refer to Section H of the solicitation, in regard to proper security clearance requirements.**

#### **C.8.8. Government Quality Assurance Program**

The Government will inspect the Contractor using a quality assurance program through random inspections, scheduled inspections, or any other method of inspection that the Government determines reflects the actual successful performance of this contract.

As part of the Government's quality assurance program, the Government may:

1. Review and, if warranted, reject any reports or other submittals required from the Contractor.
2. Review performance and service records, including but not limited to monthly progress reports, BAS data, CMMS data, and any computerized or hardcopy records maintained by the Contractor documenting performance under this contract, and require correction of any unsatisfactory conditions noted.
3. Determine the adequacy of the Contractor's quality control program and documentation and the overall success of this program. The Government may order improvements, if it determines the program is insufficient or ineffective.
4. Obtain tenant satisfaction survey information and require improvements in service on the basis of such information to the extent such results correlate with deficiencies in contract requirements.
5. Conduct physical inspections of facility equipment and systems, to include programs and files maintained on computers and Contractor onsite offices and work areas, and require correction of deficiencies noted.
6. Perform inspections with Government personnel or independent third party inspectors.

Contractor performance will be evaluated on the basis of the performance success or deficiencies, success or failure in meeting other contract requirements, and the Contractor's record of correcting deficiencies when noted. While corrective actions will be noted, a record of significant performance deficiencies may lead to a performance evaluation that is less than satisfactory even if the Contractor takes corrective action.

The use or nonuse of any quality assurance methods (e.g., a measurement and verification (M&V) program) by the Government will not constitute a waiver of or excuse from contract requirements.

The Government may implement or change quality assurance measures at any time during the term of the contract.

All records and files that this contract requires the Contractor to maintain must be made readily accessible to Government representatives, including third party contract inspectors, on request. All records and files utilized or generated during the course of the contract by the Contractor, including all standard operating procedures and building operating plans, shall become the property of the Government (this excludes employee personnel files and company financial information).

The Contractor must instruct all onsite personnel to cooperate with the Government or third party contract inspector requests for records access and information. This includes answering honestly and comprehensively all questions related to performance of work. The Contractor must provide personnel to enable inspectors, including third party contract inspectors, to perform inspections of equipment. The Contractor must notify the COR or designee at least 2 weeks in advance when equipment is to be opened and available for inspection by the Government. The Contractor must open and operate the equipment for observation by all inspectors at no additional cost to the Government provided the Government requests the service at least 48 hours in advance. Most inspections will be performed during normal working hours. However, the Contractor must provide personnel to enable access for inspectors who need to conduct observation and testing after normal hours to avoid possible disruption to tenants.

\*\*\* uses a performance measuring system to formally evaluate the Contractors performance. Evaluations are generally conducted annually or more frequently on or about the anniversary date of the contract and also at the end of the contract period.

## **C.9. BUILDING OPERATING PLAN**

### **C.9.1. Purpose**

The Contractor must revise and submit for approval to the COR or designee, not later than the end of the startup phase, a building operating plan outlining their operating and general maintenance procedures for all major building equipment and systems (See section C.9.2., Components of the Building Operating Plan, below). The Contractor must execute the contract requirements in accordance with the approved building operating plan. The Contractor must coordinate with the COR in developing the components of the plan in accordance with the building operating plan template provided by the COR or designee.

The building operating plan may be based on, or derived from, the existing building operating plan and other existing documents. However, all components must be reviewed and updated. Deficiencies in the existing plan do not excuse deficiencies in the new plan.

The building operating plan must be submitted as an electronic file (MS Word or searchable PDF) and two hard copies with regular updates that reflect current personnel, subcontractors, equipment, systems, and operating procedures. The Contractor must annually review and update the building operating plan and submit an electronic file (MS Word or searchable PDF) and two hard copies of the complete updated building operating plan on the anniversary of the contract start date of each contract year.

### **C.9.2. Components of the Building Operating Plan**

The building operating plan must contain:

1. Contact information (local and corporate).
2. Description of staffing, responsibilities, and work schedules.
3. Standard operating procedures for operating building systems, to include as a minimum:
  - a) Startup and shutdown times and procedures relative to various environmental conditions.
  - b) Procedures to accommodate tenant overtime utility requests.
  - c) Peak load demand management procedures (if applicable).
  - d) Other operating strategies to maximize efficiency and minimize energy consumption.
  - e) Descriptions of major mechanical equipment and sequences of operations for equipment systems.
  - f) Locations of all major utility shutoffs, including gas, electric, and water.
  - g) Locations of all electric rooms and a narrative of the areas served by each.
4. Tour procedures.

5. Preventative maintenance schedules, procedures, and a reference to which preventive or predictive maintenance standards or guides the Contractor will use.
6. List of test equipment to be maintained onsite to support troubleshooting, sensor calibrations, etc.
7. A description of how building equipment data is maintained and updated in the CMMS. Service call and repair procedures, to include staffing and procedures for the service call function, if applicable.
8. Reference the location or incorporate contingency plans for:
  - a) Loss of the Contractor's onsite personnel (i.e., strike, walkout, injury, abrupt resignation).
  - b) Civil disturbance or other major security threat.
  - c) Natural disasters, bombing, or other event that damages the building's structure or utilities.
  - d) Floods, including flooding caused by plumbing breaks.
  - e) Hazardous materials leaks or spills.
  - f) Utilities.
  - g) Inoperability and impairment of fire protection and life safety systems (including fire watch and impairment procedures (e.g., red tags, etc.)).
  - h) Other contingency plans as necessary to support the Government's continuity of operations planning for the site.
9. Description of Air Quality Management District and other environmental regulatory requirements (e.g., which rules apply to equipment in the building, which permits are necessary, inspection and certification requirements, etc.).
10. Description of demand response or utility curtailment programs (i.e. water conservation, energy usage, etc.) in which the building participates, to include communications protocols and curtailment activities.

If the Contractor fails to submit a satisfactory building operating plan at the end of the startup phase, the Government may suspend payments until a satisfactory plan is submitted.

## **C.10. EQUIPMENT INVENTORY**

The Contractor is responsible for maintaining and updating the inventory of building equipment, to include nomenclature, part number, serial number, manufacturer name, component name and other data of value for maintaining the equipment, or defined as attributes in the required CMMS. If equipment is added, removed, or retrofitted as part of a project, the Contractor must update equipment data immediately upon project completion and report changes to the COR or designee. The Contractor must provide initial update and verification of the equipment inventory **in the first 30 calendar days of contract start up.** No less frequently than annually, the Contractor must resubmit the complete inventory with all required data fields to the COR or designee in spreadsheet (MS Excel) or other format approved by the COR, with certification that the inventory is complete and accurate.

Requests for equitable adjustment pertaining to physical changes in building equipment must be submitted to the CO. The CO may negotiate an equitable adjustment if physical changes in building equipment inventory occur.

### **C.11. MONTHLY PROGRESS REPORTS**

On a monthly basis, **not later than the 7<sup>th</sup> working day of the subsequent month**, the Contractor must submit to the COR or designee a monthly progress report describing the status of maintenance and operations as of the last day of the performance month. This report must include:

1. Status of all work orders that are deferred or otherwise incomplete (itemized list).
2. Summary of work orders completed during the month (summarized data does not need to be itemized by each work order) attached to the monthly report copies of reports from major maintenance activities (e.g., boiler or chiller annual maintenance, electrical testing, fire protection and life safety systems, etc.).
3. Explanation of any equipment, designed to be controlled by the BAS, operating in manual mode as of the end of the performance month, and of any other overrides to sequences of operations in effect as of the end of the performance month. Reference CMMS work orders.
4. Operating schedule changes (manual or programmed).
5. Itemization of all additional services and reimbursable work performed during the performance month or continuing to be in progress. Provide work status and expected completion date for all such work continuing in progress. Reference CMMS work orders.
6. Review of energy performance trends as of the end of the performance month and description of likely causes of significant changes from the same month 1 year prior (if applicable).
7. Explanation of any significant deviations from established system performance standards (if applicable).
8. Description of corrective actions being taken resulting from findings of water treatment lab reports, major maintenance reports, or other reports. Reference CMMS work orders.
9. Description of any operational or maintenance issues opened longer than the required timeframe as described in this statement of work, to include tenant complaints that derive from unresolved maintenance issues. Reference CMMS work orders.
10. Description of any lost time accidents or other safety problems, including incidents involving hazardous materials that occurred during the performance month.
11. Copies of quality control inspections performed during the month attached to the report. If this is documented using the CMMS, attach a CMMS printout of QC inspection work orders.
12. Miscellaneous hours used for the month. If this is documented using the CMMS, attach a CMMS printout.

13. List of major equipment out of service, including the date and time with estimated completion date. If this is documented using the CMMS, attach a CMMS printout of QC inspection work orders.
14. Copy of \*\*\*, Record of Arrival and Departure From Building During Security Hours.
15. Provide copies of Tour Check sheets with monthly report.

**C. 11.1. Repair Log:**

The Contractor shall maintain a log of all repairs where the cost of supplies, parts, and materials necessary to complete the work is above \$200 and \$2,500 or less. The log shall contain the following information:

- (1) Time and date problem found by the contractor and/or \*\*\* or other interested party.
- (2) Nature of problem.
- (3) Time and date repair completed.
- (4) Total cost to complete repair.

This log shall be maintained during the life of the contract and shall be surrendered to the COR upon request or expiration/termination of the contract. Also the Contractor must enter the data in \*\*\* CMMS. Log information shall be submitted with Monthly Progress Report not later than the 7th working day of the subsequent month.

**C.12. PERFORMANCE REVIEW MEETINGS**

The Contractor must meet with the COR and other Government representatives, at the discretion of the COR, to review contract performance.

**C.13. EQUIPMENT CONDITION ASSESSMENT**

During the performance of the requirements of this contract the Contractor must note the condition and efficiency of building equipment and systems on an ongoing basis. Any equipment or systems that the Contractor determines are reaching the end of their life cycle must be brought to the attention of the COR or designee. When requested, the Contractor must complete and submit to the COR or designee an itemized equipment condition assessment with their recommendation for equipment or system upgrades or replacements, including a text description of each recommended upgrade or replacement and their estimate of project cost.

The equipment condition assessment reports must be produced in Word, Excel, or PDF format, as directed by the COR, and submitted electronically as an e-mail attachment as well as in hardcopy delivered to the COR or designee.

**C.14. OCCUPANT FEEDBACK PROGRAM**

The Contractor shall institute an occupant feedback program as a means of assisting in documenting certain kinds of service problems. The tenants will contact the on-site supervisor regarding any feedback. If the problems are not resolved with two (2) days of initial contact, the tenant will contact the Contracting Officer's Representative.

A feedback log will be maintained by the Contractor for review at any time by the Contracting Officer's Representative. This occupant feedback log will be used to evaluate the Contractor's performance.

In the event a tenant requests work not covered by the contract, the Contractor shall refer the tenant to the Contracting Officer's Representative.

### **C.15. REFERENCE LIBRARY**

The Contractor must maintain a comprehensive reference library that includes building design or record documents, renovation or equipment retrofit design or record documents, maintenance reference documents, fire protection system as-built drawings, fire protection system operations and maintenance manuals with copies of approved submittals, fire protection system parts list, fire protection system zoning scheme, HVAC Operations Manual (if one has been developed), building operating plan, energy and other building technical studies, hazardous materials surveys, and other documents necessary to document the design, function, and condition of the building.

The Contractor must safeguard this information in accordance with the provisions of section H.6., Sensitive but Unclassified Building Information (SBU).

### **C.16. REVIEW OF DESIGN DOCUMENTS**

Utilizing the most qualified onsite personnel familiar with the operations of the facilities covered under the scope of this contract, the Contractor must review design and construction project documents as requested by the COR or designee. The purpose of this review is to allow the Contractor to comment on any negative impact the proposed project may have on their ability to efficiently operate the building equipment or systems.

### **C.17. BUILDING MANAGEMENT SUPPORT SERVICES/ESCORT SERVICES**

The Contractor must provide reasonable and competent assistance during normal working hours at no additional cost to the Government, to \*\*\* personnel or other \*\*\* contractors. Such assistance may include, but is not limited to, escorting investigatory personnel through spaces in the building in accordance with building security requirements. The COR or designee shall inform the Contractor as far in advance as possible of the actual date and time these services are needed. When requested to perform these services between the hours of 6:00 pm – 6:00 am, the Contractor will be compensated for the actual time required to escort the \*\*\* personnel or contractor at the hourly rate specified in section B of this contract.

Miscellaneous Work hours in **Paragraph C.41** shall be used during normal business hours for these services.

### **C.18. INSPECTION ASSISTANCE FOR SPACE BUILDOUTS**

When tenant improvement or space alteration work is completed in the building, the COR or designee may request that the Contractor inspect the space to verify that all offices have appropriate air supply and return ductwork and diffusers, and that lighting circuits have been adjusted as appropriate. Obvious problems or conditions that may potentially affect the efficient operation of the building or create a negative impact on the tenant must be immediately reported to the COR or designee.

### **C.19. EMERGENCY SHUTDOWN INSTRUCTIONS AND TOUR CHECKLISTS**

Emergency shutdown instructions (including contact name and telephone numbers) and tour inspection checklists must be posted by the Contractor in all mechanical rooms and or electrical rooms, as applicable to the equipment in the given room. Such instructions and checklists must be posted in an accessible and conspicuous location.

### **C.20. LABELING OF ELECTRICAL CIRCUITS**

The Contractor must maintain any electrical labeling program that addresses added or modified circuits. Electrical single line diagrams must be updated (by creating and maintaining a working copy of record documents, or best documents available at commencement of the contract) as necessary, using the original electronic file format.

## **C.21. OPERATIONAL REQUIREMENTS**

### **C.21.1. General**

The Contractor must provide building operations services for all systems covered by this contract, so as to maintain utilities services and environmental conditioning to tenants during normal working hours, and at other times as described in this document, so as to preserve the asset value of the facility and its systems and to otherwise minimize operating costs to the Government without compromising other contract objectives or requirements. The Contractor shall be briefed on \*\*\*'s policy regarding overtime utilities to better understand what is considered standard and above standard services.

### **C.21.2. Extended Operating Hours**

The following areas of the building regularly operate during hours outside of normal working hours; supporting equipment must be operated and maintained by the Contractor so as to support these extended operating hours.

\*\*\*

**M-F, 24/7, 12am to 12pm, Saturday - 1am to 7:30am, Sunday - 1am to 10am**

\*\*\*

**\*\*\* – for Server Closet: 24/7 Operation**

**\*\*\* – Computer RM: 24/7 Operation**

Areas of the building with extended operating hours may change during the period of the contract. The Contractor will be notified of these changes as soon as possible.

### **C.21.3. Continuity of Operations (COOP)**

The Contractor must operate the facility and participate in emergency operations to the fullest extent possible during all emergency situations such as fires, accident and rescue operations, strikes, civil disturbances, natural disasters, severe weather, terrorist threats, contingency operations, and practice drills unless ordered to evacuate the building by a Government representative, emergency personnel, or the authority having jurisdiction. The Contractor shall be responsible for developing an emergency operations plan within the building operating plan and must become thoroughly familiar with the Government's occupant emergency plan and other regional plans as applicable.

### **C.21.4. Tenant Environment**

Lighting levels must be adjusted under the guidance of the COR where they can be adjusted without changing fixtures (e.g., tuning dimmable ballasts, de-lamping). The Contractor should note that while the \*\*\* establishes target lighting levels, light quality, specific tenant requirements, and other individual factors also have an impact on requirements.

Environmental standards must be maintained throughout normal working hours and equipment startup must be early enough to fully attain environmental conditions at the beginning of normal working hours. The Contractor must report significant changes in the operating conditions to the



COR. If the building is capable of meeting the standards and changes deviate from ASHRAE Standards 55 and 62, such deviation must be explicitly reported to the COR.

#### **C.21.5. Energy Conservation**

The Contractor must operate equipment and systems as efficiently as possible without compromising service to the tenants. Failure to operate equipment prudently (e.g., unnecessarily setting demand peaks, simultaneously heating and cooling, operating equipment when not needed, overriding set point unnecessarily, or failing to correct underlying conditions) may result in deductions under the Payments clause. The Contractor must develop a Building Energy Conservation Use Plan. Where data is available, the Contractor must report monthly energy use as compared to the previous year and provide the reason for energy increase greater than 3 percent compared to the same period of the previous year. The energy use report also must identify measures to conserve energy, any operational or physical changes to the system, plant, or equipment, and optimization opportunities to reduce energy consumption or cost. The Contractor is expected to make full use of available analytical tools (e.g., interval meter data, BAS trend data) to diagnose problems and identify operational improvements.

The Contractor, in coordination with the COR or designee, must pursue the use of energy-efficient replacement parts and equipment items that will meet or exceed the requirements of this statement of work. Cost responsibility for using high-efficiency, energy-saving parts or equipment items will be assessed on a case-by-case basis. In cases where high-efficiency equipment is currently installed and requires replacement, the replacement part must be the most efficient in its class. Any rebates received from a service utility provider shall be assigned to the Government.

### **C.22. (RESERVED)**

### **C.23. SERVICE CALLS**

#### **C.23.1. General**

The Contractor must respond to service calls and initiate corrective actions and identify any repair requirements during normal working hours. The Contractor must respond to emergency service calls and callback response work requests at all times. The Government may transmit work orders to the Contractor for service call or emergency service call and callback response orally, by e-mail, by creation of a work order by a Government employee or representative, or by generating an automated work order. The Contractor must respond promptly to conditions indicating deficiencies in environmental conditioning, lighting, or condition of the facility or equipment. The Contractor must respond immediately upon receipt of notice of any condition that may negatively impact the operation of the facility.

#### **C.23.2. Emergency Service Call and Callback Response**

Emergency service calls and callback responses are service calls where the work consists of correcting failures that constitute an immediate danger to personnel or property, including but not limited to broken water pipes, stalled elevators with trapped passengers, electrical power outages, electrical problems that may cause fire or shock, gas or oil leaks, major air conditioning or heating problems, etc., or any work considered by the COR or designee to be of an emergency nature.

The Contractor must respond to emergency service call and callback response work requests immediately (within the shortest possible time consistent with the mechanic's location) **during normal working hours immediately or within 1 hour when the work request is made**

**outside of normal working hours.** The Contractor must remain on the job until the emergency situation has been secured and adequate temporary repairs have been made. Permanent repair must be governed by the repairs provisions in this document. The Contractor must provide a written accounting of any emergency callback, to include costs incurred and plan for permanent correction of the problem, to the COR or designee the morning of the next working day. **The CO and COR shall be notified immediately if any repair is expected to exceed \$2,500.**

#### **C.23.3. Urgent Service Call Response**

Urgent service calls are those service calls where the work consists of correcting failures that interrupt or otherwise adversely impact either \*\*\* operations or building occupant operations. Examples of these types of service calls include, but are not limited to, inoperative electrical circuits, temperature complaints, inoperative lighting above a work station, flush valve stuck open, any malfunctions to equipment that affect the operations of sensitive building occupants, or any work considered by the COR to be of an urgent nature.

The Contractor must respond to urgent work requests within 1 hour during normal working hours. If Urgent Service Call is made after hours, no response is required. The Contractor must remain on the job until the urgent repairs have been made. Permanent repair shall be governed by the repairs provisions within this document. **The CO and COR shall be notified immediately if any repair is expected to exceed \$2,500.**

#### **C.23.4. Routine Service Call Response**

The Contractor must respond promptly to routine work requests and complete the required work within 72 hours of notification.

The Contractor must immediately notify the COR with a written extension request for extension if the 72 hour period will be exceeded.

### **C.24. TOURS**

#### **C.24.1. General**

The Contractor must tour major building equipment at set frequencies. Log sheets associated with major operating equipment must be completed at the time of tours. At the commencement of contract performance, CORs may direct the Contractor to include on the log sheets established design condition numbers for reference against actual readings at the time tours are performed. Paper log sheets need not be used for equipment monitored and data logged by the BAS, if such monitoring and data logging provides a sufficient database of operating data to allow for analysis of trends in equipment performance and troubleshooting. The Contractor must document all tours completed. All findings noted during the tour must be entered as remarks on the tour sheet and a work order must be initiated for corrective action by the Contractor.

#### **C.24.2. Operating Logs and Tour Check Sheets**

Operating logs and tour sheets must be maintained by the Contractor for major equipment. Information recorded on the logs must be adequate to track the operating hours and performance history of the equipment. Tour check sheets must be stationed at major points for building tours (for example, air handler rooms). These must be checked by the Contractor when tours are performed.

There must be either separate tour check sheets for each frequency of inspection or (preferably) different checklist columns on a standard tour check sheet for each frequency. Tour sheets must contain columns for major operating parameters and must indicate the tolerance bands for

acceptable performance, where available. Chiller and/or Boiler Operating Logs will be provided upon request to the COR.

#### **C.24.3. Tour Frequencies**

Minimum:

1. **DAILY DURING NORMAL OPERATING HOURS:** Major HVAC equipment (when in operation), including boilers, chillers, cooling towers, and pneumatic control air compressors. Fire alarm system control panels (fire alarm system control panels must not have any unwanted trouble conditions). Steam system reducing and regulating stations. Special HVAC for critical functions.
2. **WEEKLY:** Distributed HVAC equipment including package units and external condensers, pumps, motors, sewage ejectors, fire pumps, air handler rooms, and generators.
3. **TWICE PER MONTH:** Battery systems and uninterruptible power systems (UPS).
4. **MONTHLY:** Transformers, secondary electrical rooms, switchgear and primary electrical equipment rooms, and condensate drip pans.

#### **C.24.4. Condensate Pans**

The Contractor must conduct inspections of the condensate drip pans of all air handling units, A/C package units, window A/C units, and other equipment items and or systems that physically have drip pans to ensure that they drain properly. Such inspections must be conducted in accordance with the tour program and be performed no less frequently than monthly. Pans that are not level or that leak must be reported to the COR. All drip pans must be treated with an appropriate biocide to control the growth of algae, etc. If any condensate pans are inaccessible, the Contractor must notify the COR or designee immediately.

#### **C.24.5. Monitoring Of Central Plant Equipment**

Where central plant equipment (chillers over 300 tons capacity, boilers over 15 pounds per square inch (PSI) is not (1) controlled through a sequence of operations programmed in a BAS, and (2) centrally alarmed with alarm paging, operational watch procedures, in addition to tour requirements specified elsewhere in this document, must be performed as follows:

1. Monitoring the starting, stopping, and loading of equipment.
2. Checking all operating equipment in the watch area every 2 hours.
3. Recording operating data in appropriate logs or records every 2 hours.
4. Making adjustments at the central control panel in response to changing operating conditions.

### **C.25. DEMAND RESPONSE PROGRAMS**

The Government may participate in any of the available demand response programs or critical peak pricing tariffs administered by utilities, State agencies, or third-party administrators. If the Government participates in such a program and advises the Contractor of the requirements of the program, the Contractor must cooperate fully in the implementation of the program.

The Contractor must develop a curtailment program in consultation with the Government and subject to Government approval; the program must be described in the building operating plan. The Contractor must implement all Government approved curtailment measures (which might typically include turning off unnecessary lighting, shutting down designated elevators, implementing temperature setback programs, etc.) immediately on notification of a curtailment,

in accordance with the plan. Failure to diligently manage systems in accordance with such programs may result in performance deductions in accordance with C.42 Criteria for Deductions.

## **C.26. BAS ALARM RESPONSE**

The Contractor must maintain all BAS systems using qualified employees as applicable. BAS alarms must be treated as service calls and responded to accordingly. Any adjustments to set points to accommodate tenant comfort must be approved in advance by the COR or designee. Repetitive or associated alarms may be treated in the aggregate and tracked under the work order system established in the CMMS. Communications for alarms set up for remote notification must be tested on a reoccurring basis.

Not later than the end of the startup phase, the Contractor must identify for the Government all alarm points with originating point identification information (device ID, point number, description), so that the Government, at its discretion, may arrange for automatic generation of work orders from alarm conditions.

## **C.27. PROTECTION AND DAMAGE**

The Contractor must make reasonable efforts to assist the Government to prevent hazardous conditions and property damage and to maintain security. The Contractor must promptly report such conditions or activities to the COR or designee or to security personnel.

The Contractor must protect Government property, buildings, materials, equipment, supplies, records, and data within the Contractor's control against unauthorized access, loss, or damage.

The Contractor must establish a system for onsite work force personnel to report potentially hazardous conditions in the building to the COR or other designated Government representative.

The Contractor and Contractor's employees and subcontractors must comply with the \*\*\*'s Rules and Regulations Governing Public Buildings and Grounds (as posted in the building) and must promptly report violations by employees, or as otherwise observed, to the COR or security personnel.

The Contractor must provide reasonable assistance to security or emergency response personnel as needed.

## **C.28. KEY CONTROL**

The Contractor must follow the building's key control program. Keys issued to the Contractor or the Contractor's personnel or subcontractors must be signed for and not transferred to other personnel unless recorded in the key control log. The Contractor is financially liable for the cost of re-keying if keys are lost or not recovered from terminated employees or subcontractors.

## **C.29. DISRUPTIVE OR HAZARDOUS TOOLS**

The COR or designee must approve use of impact tools and power-actuated tools during normal working hours. Burning or welding equipment may be used only with written permission from the COR or designee. A Welding and Burning Permit (\*\*\*) must be issued in advance for each day welding or burning is performed.

## **C.30. DISRUPTION TO UTILITIES, LIGHTING, OR SPACE CONDITIONING**

Any work that will disrupt utilities, fire protection and life safety systems, lighting or space conditioning for building tenants must be scheduled and approved in advance with the COR or designee and is generally required to be performed outside of normal working hours.

## **C.31. PLUMBING AND RESTROOMS**

Plumbing systems must be maintained, repaired, and kept functional to the point of service delivery as defined by the utility company. The Contractor must ensure all system drains, including storm drainage and roof drains, remain clear and unobstructed.

The Contractor must take any necessary steps to prevent odors emitting from drains or other plumbing systems into occupied space, to include keeping water in traps as appropriate.

The Contractor must clear toilet and sink blockages, as necessary. Such requests will be transmitted to the Contractor by the COR or designee through service call procedures.

## **C.32. MAINTENANCE PROGRAM**

### **C.32.1. General**

The Contractor is responsible for establishing an effective system for scheduling and performing scheduled preventive maintenance (PM) on all building equipment and systems requiring a preventive maintenance procedure covered under the scope of this contract. If \*\*\* already has an established system and schedule (see C.8.5 CMMS), the contractor is required to review this system and acknowledge that they are in agreement and will follow this pre-existing schedule within **7 calendar days of contract start date to the COR**. If the contractor decides to propose a revised PM schedule, it shall be submitted to the COR **within 7 calendar days of contract start date** for review and approval. Any changes will then be entered into the CMMS system. Once approved by the COR, this annual schedule must be adhered to.

The frequencies of the scheduled PM and the minimum performance requirements shall be in accordance with the frequencies and requirements contained in the appropriate PM Guides contained in the Bidder's Library, plus any special requirements stated in Section C.

Annually, at a time designated by the COR, the Contractor shall review the building equipment inventory lists and his/her annual PM schedule in CMMS, making any changes as required, and submit the revised inventory and schedule to the COR for approval. The Contractor shall insure that all employees are knowledgeable of, and comply with, the schedule.

If any equipment or systems requiring PM work as part of this contract has been inadvertently omitted from the equipment inventory, it is the Contractor's responsibility to notify the COR of the omission, add the equipment and/or system to the equipment inventory list, schedule maintenance on the equipment and/or system, maintain such equipment or system as required by the PM guides or (in the absence of a specific guide) in accordance with the manufacturer's recommended frequencies and procedures.

### **C.32.2. Maintenance Standard**

1. The PM Guides contained in the Bidder's Library are documents developed by \*\*\* and contained in the \*\*\* Buildings Maintenance Management Desk Guide. These PM Guides contain the PM actions needed to be performed in order to accomplish the basic PM services covered under the terms of this contract. All work listed on a guide for the equipment to which it applies must be performed unless a waiver is granted by the COR.

2. It is the Contractor's responsibility to maintain all of the building's equipment/systems. Therefore, in the absence of a specific guide, maintenance on the equipment without a guide shall be in accordance with the manufacturer's recommendations. The Contractor shall, within seven (7) calendar days of the discovery that PM guidance is not available, submit a written proposed guide to the COR for approval. The proposed guide must include a description of the work to be done, the man-hours needed to do the work, and the frequency at which the work must be performed.
3. If the Contractor believes that any PM guide included in this contract provides either a lower or higher quantity or quality of PM than that required either by the equipment manufacturer or the best practices of the industry, he shall submit a revised guide or guides to the COR for review. The guide(s) must include the same information as that specified in (2), above. Pending disposition of the revised guide(s), the Contractor shall diligently complete all required PM as specified.
4. If both the COR and the Program Office approve the new or revised PM guide(s), and the change would increase or decrease the annual PM workload of the building in question, the contractor may, in accordance with the Disputes Clause in Section I, submit a claim in writing to the CO. The CO subsequently may, by contract modification, adjust the monthly amount paid the Contractor for basic contract services and incorporate the new PM guide into the contract.
5. However, the Contractor must not use any Contractor-proposed preventive or predictive maintenance standards or guides or any of the \*\*\* CMMS encyclopedias to perform inspections, testing, and preventive maintenance on fire protection and life safety systems and equipment. The Contractor shall be required to use the NFPA Codes and Standards specified in this document to perform inspections, testing, and preventive maintenance of fire protection and life safety systems and equipment. In addition, the Contractor shall be required to follow the specific testing and inspection frequencies and methods specified in such NFPA Codes and Standards. The Contractor must record such inspection and testing services on the appropriate NFPA inspection and testing forms.

### **C.32.3. (RESERVED)**

### **C.32.4. Control Systems**

Control systems must be maintained as designed. The Contractor is responsible for all system hardware. The Contractor is responsible for keeping software functioning and for reloading software in computers or controllers as necessary. The Contractor is responsible for making set point adjustments as necessary and appropriate. The Contractor is not responsible for writing or modifying control programs, other than reloading programs and making operator level changes such as set point adjustments. The Contractor is not responsible for upgrading software.

The Government may upgrade or change control system software or reprogram control systems during the performance period of the contract. If the Government provides operator level training and operator level documentation for the Contractor's use, the Contractor must not claim additional payment for changing to the new or upgraded software or control programs.

The Contractor must not modify sequences of operation or control programs without prior approval of the Government.

The Contractor is responsible for notifying the Government if a sequence of operations or its implementation as a control program is not producing the desired results or is resulting in unnecessary energy use. The Contractor is responsible for retaining an adequate level of expertise

to manage the control systems. If the Contractor does not have a manufacturer trained or equivalent BAS operator onsite, the Contractor must enter into a subcontract, including regular scheduled support (not merely support on a contingency basis); with a firm that has these skills. Control system computers, routers, hubs, switches, and controllers that are located in electrical closets, telephone closets, and maintenance offices, or in accessible locations of mechanical rooms, must be put on small uninterruptible power systems (UPS) if supplied by the Government. All computers networked with control systems must be maintained by the Contractor to the following minimum standards:

1. An approved antivirus software subscription must be kept in effect and the software used at all times.
2. If the network can connect to the outside through a broadband connection, an approved firewall must be used at all times.
3. An approved spy-ware protection program must be obtained and used.
4. Contractor personnel must be prevented from using the system to connect to Web sites not reasonably related to building operations.
5. Antivirus and spy-ware scans must be conducted monthly.
6. Windows (or other operating system) critical updates must be downloaded and installed monthly.
7. Complete data backup to a CD, DVD or flash drive, to include trend logs and control software, must be conducted whenever a software or programming change is made but no less frequently than monthly.
8. Disk drive maintenance to include defragmentation must be performed quarterly.

## **C.33. Water Treatment**

### **C.33.1. General**

The Contractor must provide equipment, chemicals, and services (including application) required to control corrosion, scale, algae, and bacterial growth in all HVAC equipment and systems throughout the building. The Contractor shall be responsible for conformity with all pertinent local sanitation district regulations, air quality district regulations, and other environmental regulations. Water treatment must be performed and safety equipment (e.g., emergency eyewash stations) maintained in accordance with OSHA standards.

### **C.33.2. Tolerances**

Water must be kept within tolerance bands in accordance with the \*\*\* Operations and Maintenance Standards Draft (see appendix E).

### **C.33.3. Initial Report and Development of Program**

The Contractor must perform a comprehensive initial water treatment analysis (laboratory analysis) **within 30 calendar days after contract start date** to assist in developing the water treatment plan. The Contractor must propose a water treatment plan to be approved by the COR or designee.

### **C.33.4. (RESERVED)**

### **C.33.5. Monthly Water Analysis Testing/Report**

The Contractor must provide a qualified independent water treatment specialist to draw a set of **water samples monthly**. Tests must be performed as described in the water treatment plan. Samples must be analyzed and a monthly report containing all pertinent information, relative to the conditions found, must be submitted to the COR or designee **monthly within 7 calendar**

**days of analysis.** In facilities where makeup water is metered, makeup water quantities used must be tracked and reported. Types and quantities of chemicals used must be tracked and reported.

## **C.34. Oil Analysis and Oil Changes**

### **C.34.1. Periodic Oil Analysis**

The Contractor must establish and implement an oil analysis program incorporating the manufacturer's recommendations. Documentation must include periodic oil analysis tests to be performed at least annually, diagnostic standards, and thresholds for oil changes. Oil analysis must be conducted to maintain a consistent methodology for data collection, analysis, and historical trending. Periodic oil analysis must include, but is not limited to, chillers of 50 tons or greater cooling capacity. Periodic oil analysis must be performed prior to annual maintenance requirements so that results may be considered in performing maintenance.

When testing is performed, the Contractor must submit a written report with the next monthly progress report. Where oil analysis indicates a need for corrective action, an appropriate work order must be created in the CMMS and the appropriate corrective action taken by the Contractor.

### **C.34.2. Oil and Refrigerant Additives**

Oil and refrigerant additives must not be used.

## **C.35. LAMPS AND BALLASTS**

The Contractor must replace failed lamps, to include appropriate ballasts if required, with the most efficient products available in accordance with existing building standards defined by the COR or authorized representative. In lieu of such standards, lamps must be replaced with the most efficient products available matching type and color temperature. The Contractor must establish and implement a lamping and ballasts recycling program for fluorescent tubes and light bulbs in accordance with Environmental Protection Agency (EPA) and \*\*\* standards. All handling and disposal of mercury containing tubes and bulbs must be in compliance with Universal Waste Rule guidelines.

The Contractor must maintain the mercury content of all mercury-containing lamps below 75 picograms per lumen hour, on weighted average, for all mercury-containing lamps acquired for the existing building and associated grounds. Screw-based compact fluorescent lamps may be excluded from this calculation if they meet the voluntary standards by NEMA. If the Contractor cannot find replacement lamps to meet this requirement while maintaining building standard lighting, the Contractor must immediately bring this to the attention of the COR. The Contractor must maintain documentation of all purchases of mercury-containing lamps and provide the information within the monthly progress report to the COR or designee.

## **C.36. ARCHITECTURAL AND STRUCTURAL SYSTEMS MAINTENANCE**

The Contractor must maintain, repair, replace, modify, and restore all of the architectural and structural components of the building. In general, these components include walls, floors, doors, windows, docks (excluding levelers and bumpers), and all items that are part of or otherwise associated with them.

The Contractor must conduct routine inspection and minor maintenance and repair, not exceeding \$200, of interior and exterior architectural and structural systems components. All replacement items and parts must be either the same quality or better than the manufacturer's original parts.



The Contractor must perform all architectural and structural maintenance and repairs or replacements to the building interior and exterior extending to the legal property line. The Contractor must ensure the integrity of elements and materials in compliance with Federal, State, and national codes and standards (e.g., fireproofing materials, firestopping, fire and smoke doors, etc.). The Contractor must ensure the building is free of missing components or defects that could affect the safety, appearance, or intended use of the facility or could prevent any electrical, mechanical, fire protection and life safety, plumbing or structural system from functioning in accordance with its design intent.

Repair and replacement work must be complete, including touch-up painting and operational checks. The quality of the work must ensure that repaired areas are fully compatible with and match adjacent surfaces or equipment. All replacement items must be consistent with design documents and match existing equipment in quality, dimension, and material, quality of workmanship, finish, and color.

Painting is considered “touch-up,” for purposes of this contract, when it is to repair a specific damaged area of paint. Repainting to correct for normal wear and tear to painted surfaces over time is not required. Re-stripping of parking areas, driveways, roads, and vehicle inspection areas is required where striping is damaged or worn in a specific location, but not for general wear and tear of a large area over time. Repairs to pavement are required where a specific location is damaged but not where an extensive area is degraded. Painting in mechanical areas needed for OSHA compliance, consistent equipment appearance, or other safety reasons is required.

The contractor shall furnish locksmith services and key blanks for routine installation and removal of lock-sets and tumblers, duplication of keys; repair of defective lock-sets; and opening doors in the event of lost keys. The Contractor shall provide additional keys upon request by the COR and shall immediately rekey areas when keys are lost or not returned when employees leave an agency. These services are to be performed at no additional cost to the government.

If the Contractor or their personnel loses any keys, the Contractor is responsible for changing out or re-tumbling all affected locks and must provide the appropriate keys at the Contractor's expense.

In the event a master key in the Contractor's possession is lost, all locks and keys for that system will be replaced. All new locks shall fit existing Grand Master key system. The Contracting Officer's Representative has the option of retaining responsibility for key control and issuing of keys. This responsibility may be delegated to the Contractor by the Contracting Officer's Representative at no additional cost to the Government.

#### **C.36.1. Interior Signage and Directories**

The Contractor must maintain and update building directories. The Contractor must repair damaged interior or exterior signage in accordance with the repairs provisions in this document. Other changes to interior or exterior signage may be ordered from the Contractor as reimbursable items under the additional services provisions in this document.

#### **C.36.2. Finishes Maintenance**

The Contractor must ensure finishes are maintained to the manufacturer's specifications and levels that preserve a professional appearance and the integrity of the protected surface.

The Contractor must provide touch-up paint on repaired surfaces that seamlessly matches the surface and condition prior to degradation and repair.

### **C.36.3. Historic Building Preservation**

The Contractor must provide services that protect and preserve the historical integrity of the building.

The Contractor must consider any building 50 years old as historically significant, regardless of National Register status. The Contractor must ensure any alteration of the building performed by the Contractor or their subcontractor protects the architectural integrity and compatibility with existing building structural accoutrements.

The Contractor must consult with the COR and obtain a copy, if available, of the building Historic Building Preservation Plan (HBPP) or Historic Structure Report (HSR) prior to any renovation work performed under this contract on a building 50 years old or older.

It may be possible that a HBPP has not been developed for the buildings at the time of this contract award. In addition to the HBPP or HSR, the Contractor must obtain a copy of The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings. These documents must be followed for Government purposes in the preservation of buildings.

The Contractor and COR must examine the requirements of any applicable documents for maintenance recommendations and specifications. If a conflict exists between applicable documents and contract requirements, the Contractor must not proceed until directed to do so by the COR.

The Contractor must protect any work of art (painting, sculpture, carving, etc.) in the project area or close vicinity from possible damage during any renovation to the structure.

### **C.36.4. Vertical Transportation and Associated Equipment**

The Contractor is responsible for maintaining light fixtures, ballasts, and lamps installed in elevator cars and within the ceilings of cars.

The Contractor is responsible for maintaining fire protection equipment and systems within hoist ways, pits, elevator lobbies, and elevator machine rooms.

The Contractor may be required to provide assistance in performing elevator testing, including after normal work hour requirements. When requested to perform these services between the hours of 6:00 pm – 6:00 am, the Contractor will be compensated for the actual time required to escort the \*\*\* personnel or contractor at the hourly rate specified in section B of this contract.

The Contractor is responsible for maintaining lighting, electrical equipment not directly part of elevator systems, and HVAC systems associated with elevator machine rooms and systems.

## **C.37. REPAIRS**

### **C.37.1. General**

The Contractor must perform reimbursable and non-reimbursable repairs as described in this document. Repairs are handled on a shared liability basis (See shared liability math example in C.37.3 Reimbursable Repairs). Relatively small value repairs (non-reimbursable repairs) are the responsibility of the Contractor in their entirety, and larger repairs (reimbursable repairs) must be approved and funded by the Government for the cost amount above the Contractor threshold. If damage is caused by Contractor negligence, the Contractor shall be liable for the full cost of repair, any other provisions notwithstanding.

The intent of this contract is to ensure that most repairs will be accomplished by in-house (subcontractor) Contractor personnel. However, the Government recognizes that occasionally there are certain specialized repairs that require specialized skills outside the skill sets referenced in Section B.1.8. If the Contractor identifies a repair that they believe is of such a specialized nature that a specialized subcontractor is required to properly complete the repair, the Contractor must provide written justification in advance, to the COR or designee, for approval of the need to use a specialized skill subcontractor in lieu of the subcontractor\* under Section B.1.8. The Contractor must not use specialized subcontractors to perform reimbursable repairs unnecessarily or with the intent of driving up the repair cost so the Government must cover part of it. The subcontractor's cost must be appropriate and approved in advance by the COR.

The Contractor must stock commonly used items and have a network of suppliers that will deliver ordered items without any delay. Any replacement motors must be of premium efficiency and replacement motor selection must reflect the appropriate size.

### **C.37.2. Non-reimbursable Repairs**

A non-reimbursable repair is a repair requiring no more than **\$2,500.00** in cost for repair parts and materials only. The cost of consumable parts and materials must not be calculated as part of the Contractor's repair parts and material costs. Non-reimbursable repairs are entirely the Contractor's responsibility with no reimbursement from the Government.

Non-reimbursable repairs must be completed within **72** hours of identification of the problem unless an extension is approved by the COR. The work order must be put into a status field to indicate the nature of any delay, with appropriate remarks.

### **C.37.3. Reimbursable Repairs (Also see Section H.18 for further guidance)**

A reimbursable repair is a repair requiring more than **\$2,500.00** in cost for repair parts and material only. The cost of consumable parts and materials must not be calculated as part of the Contractor's repair parts and material costs. If a repair exceeds the non-reimbursable repair cost threshold established above and has been approved and verified by the CO and COR or designee, it becomes a reimbursable repair. Reimbursable repairs are reimbursable to the Contractor, once approved by the CO and COR or designee, for the portion (shared liability) of the cost exceeding the non-reimbursable threshold of **\$2,500.00** (see repair shared liability example below).

#### **REPAIR SHARED LIABILITY EXAMPLE:**

A repair is identified and estimated by the Contractor to cost **\$3,200.00** for repair parts and materials only. The COR or designee will verify and approve both the need for the repair and the **\$3,200.00** estimated cost of repair parts and materials. In this example, the Contractor will pay the first **\$2,500.00** of the repair and \*\*\* will pay the remaining **\$700.00**. The CO will issue the order on an \*\*\*.

1. Total estimated approved cost for repair parts and materials to complete repair	<b>\$3,200.00</b>
2. Contractor's shared liability amount to be subtracted (same amount as the non-reimbursable threshold)	<b><u>-\$2,500.00</u></b>
3. Total to be paid by *** to the Contractor for the repair	<b>\$700.00</b>

The required completion date for reimbursable repairs must be established when the COR approves the work, as mutually agreed upon by the COR and the Contractor. The Contractor must attempt to complete work as promptly as feasible.

Immediately upon identification of a reimbursable repair, the Contractor must create a work order in the CMMS.

#### **C.37.4. Approval of Work**

When the Contractor determines that a repair is needed that exceeds the non-reimbursable repair threshold, the Contractor must immediately notify the COR. **The CO must issue an order to the Contractor before the Contractor may proceed with the repair.**

The Contractor may defer performance of the reimbursable repair by placing the corresponding work order into a “waiting for funding” status from the time a valid proposal is given to the CO until the time an order is given to the Contractor. The time during which the work order is thus deferred will not count against the Contractor in calculating timeliness.

The Contractor must provide justification to the CO for using specialized skill subcontractors in lieu of the subcontractor referenced in Section B.1.8 to perform work. The CO may prohibit the use of specialized skill subcontractors if the CO or COR determines the Contractor is unnecessarily driving up the cost of the work and the Contractor’s own employees have the skills necessary to perform the work. The rates proposed and accepted in Section B must be adhered to.

#### **C.37.5. INVOICING EXCEEDING \$2,500.00**

If the Contractor directly purchased parts or components, copies of receipts must be attached. Reimbursable repairs authorized by task order may be invoiced separately upon completion and acceptance of work. Invoices must also contain references to CMMS work order numbers, and be broken out in enough detail to verify labor rates, level of effort, a detailed list of materials and their costs, and material markup coefficient proposed and accepted in Section B.

#### **C.37.6. Ordering Repairs from Outside Source**

The Government reserves the right to order repairs from an outside source. If the repair is a reimbursable repair, the Government will inform the Contractor of the outside source’s price, and deduct **\$2,500.00**, or the outside source’s price, whichever is less, from the Contractor’s payments.

#### **C.37.7. Force Majeure (Uncontrollable Events)**

Deficiencies or breakdowns caused by vandalism, misuse, abuse, or acts of God including natural disasters are fully reimbursable. Repairs that fall under this category must be immediately reported to the COR. The Contractor shall not perform any work without the approval of the CO, excluding work required to prevent further damage to the facility. The Contractor will be reimbursed under the additional services provisions described in this document or the Government will have the work performed by other means at no cost to the Contractor.

#### **C.37.8. Warranties**

The Contractor must contact installers or manufacturers, as appropriate, for work that is covered under a warranty and maintain records of warranty service. The Contractor must avoid actions that would invalidate a warranty, unless authorized by the COR. If an installer or manufacturer fails to comply with the terms of a warranty, the Contractor must immediately notify the COR or designee.

#### **C.37.9. Quality of Materials and Replacement Parts**

Replacement components and materials must be of similar or better quality than the components replaced, considering energy efficiency, operational characteristics, power quality, control and data acquisition, maintainability, and durability. The COR may require replacement of

components with components from the same manufacturer to maintain consistency throughout the building. **Repairs exceeding \$2,500 must be ordered and directed by the CO. These materials and replacement parts must be part of SIN 003 100 Ancillary Supplies and Services.**

Materials and parts that are visible to building occupants must be to building standard and maintain the same appearance as similar materials and parts in the occupied space.

Components of control systems must be replaced so as to maintain the tie-in to the control system with no degradation of data throughput, memory, point capacity, data acquisition, or programmability.

Motors must be replaced with premium efficiency motors as defined by the NEMA MG-1 standard or in compliance with local utility guide demand-side management rebate guidelines

Old transformers must be replaced with NEMA-rated class one efficiency transformers in accordance with the NEMA TP-1 standard.

Replacement of variable frequency drives must be done in accordance with recommendations found in NEMA, Application Guide for AC Adjustable Speed Drive Systems.

Energy Star-rated equipment must be installed where available and when there is no engineering or operational reason not to select an Energy Star product.

## **C.38. SAFETY AND ENVIRONMENTAL MANAGEMENT**

### **C.38.1. General**

The Contractor must comply with all Federal, State, and local laws and regulations that relate to the maintenance and operation of equipment and systems within the scope of this contract, to include permitting, inspection, and personnel safety, control of hazardous substances, certification, and recordkeeping.

### **C.38.2. Scheduling and Recordkeeping**

The Contractor must maintain copies of all such tests, certifications, permits and other required records, and provide copies to the COR. In addition, all required safety and environmental tests, certifications, permits, and other procedures required in this document must be scheduled in the CMMS work order system and documented in the CMMS.

### **C.38.3. Refrigerant Control and Certification**

The Contractor must control refrigerants and maintain records in accordance with EPA, \*\*\*, and air quality management district standards. The Contractor must take appropriate immediate action and report leaks to the COR.

The Contractor must maintain and test refrigerant monitors and alarms and purge ventilation systems as part of the maintenance program. Testing must use appropriate media to test sensors as well as alarm circuitry.

Refrigerant control logs must be updated as required, and a copy sent to the COR. The Contractor must also maintain a set of logs onsite and make this set of logs available to Government inspection.

Contractor employees who come into contact with refrigerants in the course of their duties must be certified to handle such refrigerants. If equipment containing chlorofluorocarbon (CFC) or

hydro chlorofluorocarbon (HCFC) refrigerants is removed from operation under this contract, the Contractor must recover all refrigerant in the equipment, seal it in appropriate storage containers, reclaim and reuse it as directed by the COR, or dispose of it within EPA guidelines.

In the event of fines or penalties levied by the EPA or an *Air Quality Management District*, the Contractor may be charged the cost as a performance deduction under the Adjusting Payments clause.

#### **C.38.4. Air Quality Management District (AQMD) Operating Permits**

The Contractor must be familiar with the requirements of the local AQMD, and shall be responsible for obtaining operating permits for boilers, generators and other emissions-producing equipment regulated by the district and making copies available to the COR or designee. In the event of fines or penalties levied by an AQMD, the Contractor may be charged the cost as a performance deduction under the Adjusting Payments clause.

#### **C.38.5. Underground Storage Tanks**

The Contractor is responsible for complying with all Federal, State, and local requirements for the periodic inspection, monitoring, permitting, certification and maintenance of underground storage tanks. The contractor is also required to have the state provided training.

#### **C.38.6. Polychlorinated Biphenyl (PCB) Control**

The Contractor must inspect all transformers containing polychlorinated biphenyls (PCBs) and maintain records of such inspections in accordance with State, local, and EPA regulations. The COR or designee must be notified immediately if any such equipment is found to contain PCBs, or suspected to contain PCBs. Equipment verified to contain PCBs, except lighting ballasts, must be labeled as containing PCBs.

**Any transformer leaks of PCBs must be REPORTED immediately to the COR or designee. The Contractor must inspect all leaks in accordance with State, local, and EPA regulations. The Contractor must take immediate action to contain all leaks.**

There may be light ballasts containing PCBs in the buildings covered by this contract. Replacement and proper disposal of all burned-out ballasts, including PCB ballasts, shall be the responsibility of the Contractor.

#### **C.38.7. Hazardous Waste**

The Contractor must be cognizant of, and comply with, all Federal, State, and local laws and regulations related to the disposal (landfill, sewer discharge, etc.) of hazardous waste and materials used or removed in the performance of the contract or discharged by the building, and must comply with all such requirements, including record keeping requirements.

Fluorescent lamps, batteries, and other items in any quantity subject to the Universal Waste rules for hazardous waste management and disposal must be recycled or disposed of properly.

#### **C.38.8. Facility Hazards**

The Contractor must assist in identifying facility health and safety hazards and report all hazards in writing to the COR on \*\*\*, \*\*\*Notice of Unsafe/Unhealthful Workplace Conditions. The Contractor must take immediate action to control hazards that present an imminent danger.

#### **C.38.9. Workplace Safety**

The Contractor must develop a site-specific occupational safety and health program specifically addressing applicable components of 29 CFR 1910 and 29 CFR 1926. The safety and health program must be submitted to the COR or designee for review and approval 30 days after award. By approving the program, \*\*\* assumes no responsibility for the Contractor's occupational safety and health program.

#### **C.38.10. Electrical Safety**

The Contractor must comply with NFPA 70 and 70E when working on or around electrical equipment or systems and use International Electrical Testing Association (NETA) certified employees when working on switchgear equipment. The Contractor will ensure that areas restricted to qualified personnel are secured and properly labeled. The Contractor must ensure that employees who work on electrical equipment or systems are qualified for such work.

#### **C.38.11. Fall Protection**

The Contractor must develop specific fall protection procedures for work on roofs, equipment, and other areas at elevation. The Contractor must ensure fall protection equipment is provided to their employees and that employees are adequately trained.

#### **C.38.12. Powered Platforms**

The contractor must inspect, test, and maintain all permanently installed powered platforms in accordance with 29 CFR 1910.66, and provide copies of such certifications to the COR.

#### **C.38.13. Lockout/Tagout**

The Contractor must develop a lockout/tagout program in accordance with 29 CFR 1910.147. The program must include all anticipated energy sources, including but not limited to, electricity, steam, pressurized fluids, and mechanical energy. The Contractor must communicate the lockout/tagout program to all other affected contractors.

#### **C.38.14. Reserved**

#### **C.38.15. Asbestos Management**

The Contractor shall be expected to occasionally perform Class III and Class IV asbestos work as defined in 29 CFR 1926.1101. The Contractor must be prepared to deal with asbestos on a small-scale, short-duration basis to effect emergency repairs and to clean up small spills. The Contractor must protect building tenants, visitors, and employees from asbestos exposure. The Contractor must comply with applicable OSHA regulations and all applicable Federal, State, and local asbestos regulations. The Contractor must immediately become familiar with, comply with, and recommend any appropriate changes to the Government Asbestos Management Plan for the building. Contractor personnel who perform the abovementioned work must have been appropriately trained in accordance with 40 CFR Part 763.

#### **C.38.16. Hazardous Materials**

The Contractor must make Material Safety Data Sheets (MSDSs) available to their employees in accordance with 29 CFR 1910.1200. MSDS must also be made available to the COR or designee on request.

The Contractor must prepare and submit a hazardous materials inventory as an appendix to the building operating plan. This must itemize all materials of a type as to be sold with an MSDS and approximate quantities stored or to be stored as well as the exact locations where hazardous materials are to be stored. The inventory must be kept current and resubmitted annually by September 30 of each year.

#### **C.38.17. Boiler/Pressure Vessel Operation and Inspection Standards**

Boiler operation and inspections must be in accordance with applicable codes and regulations including but not limited to:

- (1) ASME Boiler and Pressure Vessel Code.
- (2) National Board Inspection Code.
- (3) Environmental Protection Agency and local AQMD requirements.
- (4) ASME CSD-1, Control & Safety Devices for Automatically Fired Boilers.
- (5) NFPA 85, Boiler and Combustible Systems Hazards Code.

At the beginning of the heating season, the Contractor shall conduct a flue gas analysis (using certified flue gas equipment) on every operable fossil-fueled boiler and, based on the test results, adjust the burner and/or controls on each boiler to maximize combustion efficiency. A report of BEFORE and AFTER conditions for each test shall be submitted to the **COR within seven (7) calendar days after completion of the test(s).**

Boiler inspections must include Internal and External inspections on boilers, unfired pressure vessels, and domestic hot water heaters and shall be performed by \*\*\* Boiler Contract and closely coordinated with the performance of PM requirements on the individual items (see PM guides A-04, B-02, B-05, H-02, H-03, H-05, T-01, T-02, and T-03).

Copies of the completed 1034 forms received from the COR shall be posted on or near the equipment.

#### **C.38.18. Backflow Prevention Devices**

The Contractor must maintain all existing backflow prevention devices and certify them as prescribed by Federal, State, and local laws, ordinances, and regulations. If there are no local requirements, a certified inspector must inspect all existing backflow prevention devices on an annual basis and provide certification of proper operation to the COR or designee. While the Government will generally pass on to the Contractor backflow testing notices received from local water districts or other local authorities, the Contractor is responsible for timely completion and submission of such test results regardless of receipt of such notices.

In addition to other requirements, backflow prevention devices used on water-based fire suppression systems must be inspected, tested, and maintained in accordance with NFPA 25.

#### **C.38.19. Potable Water Systems**

The Contractor must comply with The Safe Drinking Water Act, PL 99-339, as amended, and the Environmental Protection Agency Safe Drinking Water regulations (40 CFR 141.43, sections A and D), which address the quantity of lead allowable in new installations or repairs to existing drinking water systems and or plumbing. Potable water systems that are repaired, modified, serviced, or breached in any way must be disinfected and flushed as needed prior to returning the system to service.

#### **C.38.20. Labeling and Signage**

The Contractor must maintain the labeling of existing equipment, pipes, storage areas, containers, confined space, and workspaces as well as associated signage, in accordance with OSHA standards to ensure labels are visible and not obliterated. Any equipment, pipes, etc., newly



installed by the Contractor require labeling and signage per OSHA standards must be labeled immediately upon completion of the installation and maintained throughout the contract period.

#### **C.38.21. (RESERVED)**

### **C.39. FIRE PROTECTION AND LIFE SAFETY EQUIPMENT AND SYSTEMS**

#### **C.39.1. General**

All fire protection and life safety systems and equipment must be kept fully functional at all times, except for limited periods for maintenance with the COR's approval. The inspection, testing, repairs, and maintenance of all fire protection and life safety equipment and systems must be in accordance with the requirements in the applicable NFPA code or standard.

#### **C.39.2. Fire Alarm System**

Services include, but are not limited to, the performance inspection, testing, and preventive maintenance or repair of a variety of fire alarm and notification systems, equipment and components such as manual alarm devices, smoke and heat detectors, tamper switches, pressure switches, water flow switches, remote and graphic annunciators, main fire alarm panel and components, voice alarm systems, speakers, horns, and other audible and visual devices, wiring circuits and junctions, all other alarm, detection and control and ancillary devices, and emergency power operations.

The Contractor must comply with all appropriate safety code requirements. If the Contractor encounters equipment that is in a condition that may endanger life or property, the Contractor must immediately notify the COR of the condition requiring immediate action. Within 24 hours the Contractor must provide to the COR a written report of the hazardous condition and recommended corrective action.

The Contractor must provide all tools and supplies necessary to properly perform inspections, tests, and maintenance in accordance with the current edition of NFPA 72.

All fire alarm system, inspections, tests, maintenance, alterations, and repairs performed under this contract must comply with the current edition of the NFPA 72 National Fire Alarm Code including all appendices. Anywhere NFPA 72 states "should," it shall be taken to mean, "shall." The Contractor is responsible for meeting the inspection, maintenance, testing frequencies and testing methods outlined in NFPA 72. Documentation of the above mentioned inspection, maintenance, and testing results must be recorded on the applicable Inspection and Testing Form from NFPA 72.

All fire alarm testing, with the exception of interconnected building functions, must be performed after normal working hours. Testing of the interconnected building functions, including, but not limited to, air handler shutdown, damper control, elevator recall, egress door unlocking, etc., must be performed during hours the interconnected equipment is active. The testing of the fire alarm system shall not be considered complete without the testing of interconnected equipment. The Contractor must provide a fire watch in areas left unprotected until the fire alarm system is completely restored during the performance of routine service and testing procedures. If the system cannot be restored through no fault of the Contractor's, a fire watch still must be provided until the system is restored, however the Contractor may seek reimbursement for the fire watch with the COR or designee. The Contractor must leave areas where they perform work neat, clean, and orderly.

**IN NO CASE SHALL THE FIRE ALARM SYSTEMS BE LEFT IN A DISABLED CONDITION WITHOUT NOTIFYING THE COR!**

Fire alarm system maintenance and repair may impact asbestos containing material (ACM). ACM is often found in sprayed-on fireproofing (on ceiling slabs and support beams), insulation (on pipes, valves, boilers), and within wall materials. The Government must inform the Contractor of any known ACM in an individual building. If the Contractor must disturb materials he suspects may contain ACM, the Contractor must immediately report it to the COR. The COR will investigate and instruct the Contractor on how to avoid an airborne asbestos exposure.

Fire alarm system maintenance and repair may impact lead-based paint. The Government must inform the Contractor of any known lead-based paint in an individual building. If the Contractor must disturb materials he suspects may contain lead-based paint, the Contractor must immediately report it to the COR. The COR will investigate and instruct the Contractor on how to avoid lead-based paint contamination.

The Contractor must ensure that the fire alarm system is maintained and operable at all times except while being tested or repaired. It is essential that the Contractor carefully schedule with the building manager all non emergency shutdowns of the fire alarm system and that back up protection be provided by the Contractor (arrangement of additional personnel stationed in the areas affected and at the fire alarm system control panel) any time that the fire alarm system is out of service for more than 4 hours. In addition, regardless of the duration of the shutdown, the affected portion of the system must be tested to ensure that the protection has been restored.

The Government reserves the right to make any test or inspection it deems necessary to make sure that all performance requirements are being maintained.

The Contractor must employ fire alarm system technicians who are certified by the National Institute for Certification in Engineering Technologies (NICET). Fire alarm system technicians performing contract work must meet the service personnel qualification requirements in the current edition of NFPA 72 and also hold at least a NICET Level 2 (Associate Engineering Technician) in Fire Protection Engineering Technology, Fire Alarm Systems. Additionally, the technicians must meet the requirements outlined in the applicable paragraphs in section H.15.3, Qualifications of Technicians.

The Contractor may be asked to remove persons who pose a threat to health, safety, or security of an installation. While onsite all Contractor personnel must possess current NICET certification.

**C.39.3. Fire Alarm System Central Station Monitoring**

The Contractor must provide and maintain a UL-listed central station monitoring service to monitor all fire alarm transmitters and related equipment. The Contractor must ensure all fire alarm systems are connected to the monitoring service. During any period when the central station monitoring is not operational, the Contractor must maintain a fire watch. If the Contractor believes the central station monitoring failure was through no fault of his own, the Contractor may request reimbursement for the fire watch from the COR or designee.

**C.39.4. Water-Based Fire Suppression Systems**

Services consist of, but are not limited to, the performance inspection, testing, and preventive maintenance or repair services of all mechanical devices, including valves, sprinklers, couplings, piping and connections, water motor gongs and alerting devices, tamper switches, pressure switches, water flow switches, standpipes, backflow preventers, private fire service mains, pumps, and test headers.

The Contractor must comply with all appropriate safety code requirements. If the Contractor encounters equipment that is in a condition that may endanger life or property, the Contractor must immediately notify the COR of the condition requiring immediate action. Within 24 hours the Contractor must provide to the COR a written report of the hazardous condition and recommended corrective action.

The Contractor must provide all tools and supplies necessary to properly perform inspections, tests, and maintenance, in accordance with the current edition of NFPA 25, Inspection, Testing, and Maintenance of Water-Based Fire Extinguishing Systems, including appendices. All water-based fire suppression system testing must be performed after normal working hours unless approved otherwise by the COR.

All water-based fire extinguishing system inspections, tests, and maintenance performed under this contract must comply with the current edition of NFPA 25. Anywhere NFPA 25 states "should," it shall be taken to mean "shall." The Contractor is responsible for meeting the inspection, maintenance, and testing frequencies and testing methods outlined in NFPA 25. Documentation of the above mentioned inspection, maintenance, and testing results must be recorded on the applicable suggested form, as found in the current edition of NFPA 25.

**IN NO CASE SHALL ANY WATER BASED FIRE SUPPRESSION SYSTEM BE LEFT IN A DISABLED CONDITION WITHOUT NOTIFYING THE COR!**

Water-based fire extinguishing system maintenance and repair may impact ACM. ACM is often found in sprayed-on fireproofing (on ceiling slabs and support beams), insulation (on pipes, valves, boilers), and within wall materials. The Government shall inform the Contractor of any known ACM in an individual building. If the Contractor must disturb materials he suspects may contain ACM, the Contractor must immediately report it to the COR. The COR will investigate and instruct the Contractor on how to avoid an airborne asbestos exposure.

Water-based fire extinguishing system maintenance and repair may impact lead-based paint. The Government shall inform the Contractor of any known lead-based paint in an individual building. If the Contractor must disturb materials he suspects may contain lead-based paint, the Contractor must immediately report it to the COR. The COR will investigate and instruct the Contractor on how to avoid lead-based paint contamination.

The Contractor must ensure that the sprinkler system is maintained and operable at all times except while being tested or repaired. It is essential that the Contractor carefully schedule with the building manager and COR all non emergency shutdowns of the sprinkler system and that back up protection be provided by the Contractor any time the sprinkler system is out of service for more than 4 hours. In addition, regardless of the duration of the shutdown, the affected portion of the system must be tested to ensure that the protection has been restored. The Contractor must provide a fire watch in areas left unprotected until the water-based fire suppression system is completely restored to service during the performance of any routine service and testing procedures. If the Contractor believes they were not able to restore sprinkler service due to circumstance outside of their control, the Contractor may request reimbursement for that portion or the fire watch from the COR or designee.

The Contractor must leave areas where he performs work neat, clean and orderly.

The Government reserves the right to make any test or inspection it deems necessary to ensure all performance requirements are being met.

The Contractor must utilize sprinkler system technicians who are certified by the National Institute for Certification in Engineering Technologies (NICET). Technicians performing services

for the inspection, testing, and maintenance of the building's water-based fire protection systems in accordance with the contract must hold at least a NICET Level 2 (Associate Engineering Technician) in Fire Protection Engineering Technology, Inspection and Testing of Water-Based Systems. Additionally, the technicians must meet the requirements outlined in the applicable paragraphs in section H.15.3, Qualifications of Technicians.

The Contractor may be asked to remove persons who pose a threat to health, safety, or security of an installation. While onsite all Contractor personnel must possess the current NICET certification.

#### **C.39.5. Fire Doors and Other Opening Protectives**

Services consist of, but are not limited to, the performance inspection, testing and preventive maintenance of all fire door assemblies and other opening protectives.

The Contractor must provide all tools and supplies necessary to properly perform inspections, tests and maintenance or repairs in accordance with the current edition of NFPA 80, Standard for Fire Doors and Other Opening Protectives, including appendices. Anywhere NFPA 80 states "should", it shall be taken to mean "shall." The Contractor is responsible for meeting the inspection, maintenance, testing frequencies, testing methods, and documentation requirements outlined in NFPA 80.

The Government reserves the right to make any test or inspection it deems necessary to ensure all performance requirements are being met.

#### **C.39.6. Fire and Combination Fire/Smoke Dampers**

Services consist of but are not limited to, the inspection, testing, and preventive maintenance of all fire and combination fire/smoke dampers.

The Contractor must provide all tools and supplies necessary to properly perform inspections, tests, and maintenance or repairs in accordance with the current edition of NFPA 80, Standard for Fire Doors and Other Opening Protectives, including appendices. Anywhere NFPA 80 states "should," it shall be taken to mean "shall." The Contractor is responsible for meeting the inspection, maintenance, testing frequencies, testing methods, and documentation requirements outlined in NFPA 80.

The Government reserves the right to make any test or inspection it deems necessary to ensure all performance requirements are being met.

#### **C.39.7. Smoke Doors and Other Opening Protectives**

Services consist of, but are not limited to, the inspection, testing, and preventive maintenance of all smoke door assemblies and other opening protectives.

The Contractor must provide all tools and supplies necessary to properly perform inspections, tests, and maintenance or repairs in accordance with the current edition of NFPA 105, Standard for the Installation of Smoke Door Assemblies and Other Opening Protectives, including appendices. Anywhere NFPA 105 states "should," it shall be taken to mean "shall." The Contractor is responsible for meeting the inspection, maintenance, testing frequencies, testing methods, and documentation requirements outlined in NFPA 105.

The Government reserves the right to make any test or inspection it deems necessary to ensure all performance requirements are being met.

#### **C.39.8. Smoke Dampers**

Services consist of, but are not limited to, the inspection, testing, and preventive maintenance of all smoke dampers.

The Contractor must provide all tools and supplies necessary to properly perform inspections, tests, and maintenance or repairs in accordance with the current edition of NFPA 105, Standard for the Installation of Smoke Door Assemblies and Other Opening Protectives, including appendices. Anywhere NFPA 105 states "should," it shall be taken to mean "shall." The Contractor is responsible for meeting the inspection, maintenance, testing frequencies, testing methods, and documentation requirements outlined in NFPA 105.

The Government reserves the right to make any test or inspection it deems necessary to ensure all performance requirements are being met.

#### **C.39.9. Portable Fire Extinguishers**

Services consist of, but are not limited to, the inspection, testing, and preventive maintenance of all portable fire extinguishers.

The Contractor must provide all tools and supplies necessary to properly perform inspections, tests, and maintenance or repairs in accordance with the current edition of NFPA 10, Standard for Portable Fire Extinguishers, including appendices. Anywhere NFPA 10 states "should," it shall be taken to mean "shall." The Contractor is responsible for meeting the inspection, maintenance, testing frequencies, testing methods, and documentation requirements outlined in NFPA 10.

The Government reserves the right to make any test or inspection it deems necessary to ensure all performance requirements are being met.

The Contractor must utilize technicians performing contract work involving the inspection, testing, and maintenance of portable fire extinguishers that meet the qualification requirements of the current edition of NFPA 10 and possess current training certification by the respective portable fire extinguisher manufacturers verifying competence to work on these units. Additionally, the technicians must meet the requirements outlined in the applicable paragraphs in section H.15.3, Qualifications of Technicians.

The Contractor may be asked to remove persons who pose a threat to the health, safety, or security of an installation.

#### **C.39.10. Non-Water-Based Fire Extinguishing Systems**

Services consist of, but are not limited to, the inspection, testing, and preventive maintenance of the following types of non-water-based fire extinguishing systems:

- Carbon dioxide extinguishing systems, NFPA 12, Standard on Carbon Dioxide Extinguishing Systems.
- Halogenated extinguishing systems, NFPA 12A, Standard on Halon 1301 Fire Extinguishing Systems.
- Dry chemical extinguishing systems, NFPA 17, Standard for Dry Chemical Extinguishing Systems.
- Wet chemical extinguishing systems, NFPA 17A, Standard for Wet Chemical Extinguishing Systems.
- Fire extinguishing systems, NFPA 96, Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations.

- Clean agent fire extinguishing systems, NFPA 2001, Standard for Clean Agent Fire Extinguishing Systems.

The Contractor must provide all tools and supplies necessary to properly perform inspections, tests, and maintenance in accordance with the current edition of the applicable NFPA standards, including appendices. Anywhere an NFPA standard states "should," it shall be taken to mean "shall." The Contractor is responsible for meeting the inspection, maintenance, testing frequencies, testing methods, and documentation requirements outlined in the applicable NFPA standards.

The Government reserves the right to make any test or inspection it deems necessary to ensure all performance requirements are being met.

The Contractor must utilize technicians performing contract work involving the inspection, testing, and maintenance of non-water-based extinguishing systems that meet the qualification requirements of the current editions of the respective NFPA standards and possess current certification by the respective manufacturers verifying competence to work on these systems. Additionally, the technicians must meet the requirements outlined in the applicable paragraphs in section H.15.3, Qualifications of Technicians.

The Contractor may be asked to remove persons who pose a threat to the health, safety, or security of an installation.

#### **C.39.11. Smoke Control Systems**

Services consist of, but are not limited to, the inspection, testing, and preventive maintenance of dedicated and non-dedicated smoke control systems.

The Contractor must provide all tools and supplies necessary to properly perform inspections, tests and maintenance or repairs in accordance with the current edition of NFPA 92A, Standard for Smoke Control Systems Utilizing Barriers and Pressure Differences, including appendices. Anywhere NFPA 92A states "should," it shall be taken to mean "shall." The Contractor is responsible for meeting the inspection, maintenance, testing frequencies, testing methods, and documentation requirements outlined in NFPA 92A.

The Government reserves the right to make any test or inspection it deems necessary to ensure all performance requirements are being met.

The Contractor must utilize technicians performing contract work involving the inspection, testing, and maintenance of smoke control systems who have been certified for inspecting, testing, and maintaining these components by the manufacturer or a nationally recognized trade training organization. Additionally, the technicians must meet the requirements outlined in the applicable paragraphs in section H.15.3, Qualifications of Technicians.

The Contractor may be asked to remove persons who pose a threat to the health, safety, or security of an installation.

#### **C.39.12. Smoke Management Systems**

Services consist of, but are not limited to, the inspection, testing, and preventive maintenance of smoke management systems.

The Contractor must provide all tools and supplies necessary to properly perform inspections, tests, and maintenance or repairs in accordance with the current edition of NFPA 92B, Standard for Smoke Management Systems in Malls, Atria, and Large Spaces, including appendices. Anywhere NFPA 92B states "should," it shall be taken to mean "shall." The Contractor is

responsible for meeting the inspection, maintenance, testing frequencies, testing methods, and documentation requirements outlined in NFPA 92B.

The Government reserves the right to make any test or inspection it deems necessary to ensure all performance requirements are being met.

The Contractor must utilize technicians performing contract work involving the inspection, testing, and maintenance of smoke management systems who have been certified for inspecting, testing, and maintaining these components from the manufacturer or a nationally recognized trade training organization. Additionally, the technicians must meet the requirements outlined in the applicable paragraphs in section H.15.3, Qualifications of Technicians.

The Contractor may be asked to remove persons who pose a threat to the health, safety, or security of an installation.

#### **C.39.13. Emergency and Standby Power Systems**

Services consist of, but are not limited to, the inspection, testing, preventive maintenance, and exercising of equipment per the manufacturer's recommendations for the following types of emergency and standby power systems:

- Emergency power supply systems, NFPA 110, Standard for Emergency and Standby Power Systems.
- Stored electrical energy emergency and standby power systems, NFPA 111, Standard on Stored Electrical Energy Emergency and Standby Power Systems.

The Contractor must provide all tools and supplies necessary to properly perform inspections, tests and maintenance in accordance with the current edition of the applicable NFPA standards, including appendices. Anywhere an NFPA standard states "should," it shall be taken to mean "shall" The Contractor is responsible for meeting the inspection, maintenance, testing frequencies, testing methods, and documentation requirements outlined in the applicable NFPA standards. The Contractor must optimize use for demand load shedding when applicable.

The Government reserves the right to make any test or inspection it deems necessary to ensure all performance requirements are being met.

#### **C.39.14. Emergency Lighting and Exit Signage**

Services consist of, but are not limited to, the inspection, testing, and preventive maintenance of emergency lighting systems, emergency lighting equipment, and exit signage.

The Contractor must provide all tools and supplies necessary to properly perform inspections, tests, and maintenance or repairs in accordance with the current edition of NFPA 101, Life Safety Code, including appendices. Anywhere NFPA 101 states "should," it shall be taken to mean "shall" The Contractor is responsible for meeting the inspection, maintenance, testing frequencies, testing methods, and documentation requirements outlined in NFPA 101.

The Government reserves the right to make any test or inspection it deems necessary to ensure all performance requirements are being met.

### **C.40. (RESERVED)**

### **C.41. MISCELLANEOUS WORK**

The Contractor must provide 40 hours and up to \$50.00 of parts and supplies per calendar month (hours and dollar amounts are not cumulative to succeeding months) when requested by the COR,

to accomplish discretionary work, excluding escorting, in the buildings covered by this contract. The Contractor must furnish the labor, tools and consumable materials as necessary to perform the work. Miscellaneous work may be required for work that makes use of any of the trades normally employed in performing operations and maintenance services under this contract and does not include tasks associated with the performance of services covered under the scope of this contract. Offerors should take this information into consideration when preparing their Management Plan. Miscellaneous work shall not take away from any or all monthly maintenance duties or requirements.

The Contractor must create and process CMMS work orders for all miscellaneous work, and accurately record hours of labor expended.

After all Miscellaneous Work hours per month have been exhausted, Additional Services ordering and pricing guidelines will apply.

#### **C.41.1. Additional Services**

See Section H.18 for guidelines on ordering and pricing Additional Services

### **C.42. (RESERVED)**

### **C.43. MAJOR EQUIPMENT AND CRITICAL SYSTEM BREAKDOWNS**

The Contractor shall report to the COR the status of any major equipment or systems not operating, or that become non-operational during the workday, within 30 minutes of discovery. The Contractor shall, on a daily basis, report the status of any system or equipment, including elevators, not operational by the official start time of the building occupants to the COR by 8:00 AM, with a written report to follow as directed by the COR.

Security and fire alarm system malfunctions must be reported immediately to the COR.

The Contractor or his/her on-site representative shall immediately notify the COR or his/her designee if a building system fails, and the Contractor's personnel cannot correct the problem. If the failure occurs **outside of "normal working hours"**, the Contractor or his/her on-site representative shall immediately contact the appropriate \*\*\* personnel in accordance with instructions and telephone numbers furnished by the COR. If the failure involves fire alarm, fire system monitoring, fire detection, or fire suppression systems/equipment, **THE CONTRACTOR SHALL TAKE IMMEDIATE STEPS TO INSTALL PERSONNEL, AS MAY BE NECESSARY, TO CONDUCT AN APPROPRIATE FIRE WATCH** until the emergency condition can be resolved in accordance with the requirements of this Exhibit.

### **C.44. CHANGES BY THE CONTRACTOR**

The Contractor shall not change or alter the existing mechanical equipment or any electrical circuits, controls, or piping without written authorization from the COR. If changes are authorized, the Contractor shall furnish appropriate drawings and/or specifications to the COR showing "as-built" conditions.

All parts or components installed or improvements made by the Contractor during the term of this contract shall become and remain the property of the Government.

### **C.45. CHANGES BY THE GOVERNMENT**



Additions or deletions of mechanical equipment, accessories, or operating requirements which occur after the effective date of the contract will be treated in accordance with the Building Service contract clauses in Section I.

If any new or replacement equipment or systems are installed in the building(s) covered by this contract after contract start date, it shall be the Contractor's responsibility to immediately incorporate the equipment into the maintenance program by scheduling Tours, PM, etc. The Contractor shall update the Building Equipment Inventory, PM Schedules and Guides, Building Operating Plan, etc. as necessary in order that the new equipment or systems are operated and maintained in accordance with all of the terms of this contract.

If the installation of new or replacement equipment/systems significantly changes the labor hours required to perform the PM, service calls or tours as specified in this contract, the Contractor shall, submit a detailed cost estimate listing the additional man hours and proposed price required to perform the services. This estimate shall be submitted to the CO with a copy to the COR within thirty (30) calendar days after the equipment installation. Failure to submit the change request within the thirty (30) calendar days shall not prohibit the Government from receiving all specified contract services on the equipment/systems.

After receipt of the Contractor's price quotation to perform the additional services the Contracting Officer and the COR will evaluate the quotation. If warranted, the CO may, by contract modification adjust the monthly amount paid to the Contractor for basic contract services and incorporate the new equipment/system into the contract.

The Contractor shall diligently perform the services on this equipment or systems pending disposition of his price quotation. If a contract price change is approved, the change will be retroactive to the time the services were performed.

In the event of the failure of any new equipment which is covered by a guarantee or warranty, it is the responsibility of the Contractor to immediately notify the COR of any needed services to such equipment, and if necessary, to take appropriate action to provide fire watches.

## **C.46. (RESERVED)**

## **C.47. GENERAL CLEANING INFORMATION**

### **C.47.1. Cleaning Hours**

The performance of the cleaning shall take place between the hours of 6:30 a.m. and 10:00 p.m. The hours shall not be changed unless authorized by the COR.

### **C.47.2. Building Information Data Sheet Estimates**

The figures contained in the Building Information Data Sheet are estimates. It is the Contractor's responsibility to notify the COR if it is believed that the information provided is incorrect.

### **C.47.3. Contractor Responsibilities in Ref. to Cleaning**

1. Be responsible to make the management and operational decisions to meet the quality standards required under this contract.
2. Use innovation, technology and other means and methods to develop and perform the most efficient cleaning services for the building.

3. Implement an effective Quality Control Program (QCP).
4. Implement an effective service call system, as specified under the Special Requirements section of this contract that results in prompt, professional, and courteous resolution of tenant concerns.
5. Keep the Contracting Officer Representative (COR) informed of current status of the work being performed, provide work schedules and other pertinent information to the COR not later than 7 days prior to contact start date.
6. Reduce the environmental impacts of work performed under this contract by using, to the maximum extent, environmentally sound practices, processes, and products.

#### **C.47.4. Performance Standards**

The Contractor shall provide all resources, labor, tools, equipment, transportation, hauling away and disposal, training, supplies, materials, and oversight to ensure that quality and performance standards are successfully achieved.

The Contractor through innovation, technology, or other means shall perform the work in this contract to meet the quality and performance standards in this Section. Evaluations of the Contractor's work shall be based on the standards in this Section and conducted in accordance with the Government's Quality Assurance Surveillance Plan (QASP).

#### **C.48. GREEN CLEANING**

The Contractor shall use green cleaning products and processes, and shall demonstrate such capability by submitting a green cleaning plan to the COR that describes methods, materials, and equipment used under the contract. This plan shall be submitted within seven (7) days prior to the contract start date. Green cleaning is a planned and organized approach to cleaning that is designed to protect the occupants and workers' health and reduce the impact on human health and the environment. Unlike a traditional cleaning program, a green custodial program takes a holistic approach to building cleaning and goes beyond simple appearances to focus on health and the environmental impacts.

Green cleaning products and processes include, but are not limited to products containing recycled content, environmentally preferable products and services, vacuum cleaners with HEPA filtration, bio-based products, and products and services that minimize the use of energy, water, and other resources. In addition to compliance with these requirements, the Contractor shall follow all applicable standard industry practices including, but not limited to those published by the National Institute of Building Sciences (NIBS), American Society of Testing Materials (ASTM), and Carpet and Rug Institute (CRI), as well as applicable standards of the Environmental Protection Agency (EPA).

The Contractor shall take every precaution to ensure that if available, only safe and environmentally preferable products are used. Preference shall be given to cleaning products that meet the following: United States Department of Agriculture (USDA) designated bio-based products, Green Seal certified (Standard GS-37 for Commercial and Institutional Cleaners, Comprehensive Procurement Guidelines (CPG)), and applicable Executive Orders.

The success of the green program hinges on the principles of stewardship. Stewardship is the shared responsibility for everyone working together to improve human health and the environment through the Government's cleaning program. The Contractor shall develop stewardship activities that help educate building occupants and present them to the COR.

Information on stewardship, training plan, and other issues can be found in ASTM E1971-98, Standard Guide on Stewardship for Cleaning Commercial and Institutional Buildings.

## **C.49. INTERIOR CLEANING**

The Contractor shall provide interior standard services for the work items listed below.

### **C.49.1. Floor Care**

#### **C.49.1.1. Bare Floors**

Floors: Floors, base moldings, and grout shall be clean and free of debris including but not limited to dirt, water streaks, mop marks, string, gum, tar, and other foreign matter. The floors shall maintain their natural luster and not have a dull appearance.

Wet mopped floors are to be cleaned using disinfectant cleaner(s) with additional scrubbing, if necessary. These floors shall be slip resistant. Surfaces, baseboards, and corners shall be clean and dry. Walls, baseboards, and other surfaces shall be free of splashing and markings from the equipment. There shall be no visible buildup of finish in corners or crevices.

Asbestos Containing Building Material (ACBM): Cleaning of flooring that may contain asbestos material, such as vinyl asbestos tile (VAT), shall comply with the methods prescribed in the National Institute of Building Sciences (NIBS) Guidance Manual, "Asbestos Operations and Maintenance Work Practices". The Contractor shall have a copy of the NIBS Guidance Manual. Upon request, the Government shall make available to the Contractor any asbestos sampling results.

ADP Floors: Damp mopping shall be the only method of wet cleaning for floors in Automated Data Processing (ADP) space.

Asphalt Floors: Damp mopping shall be the only method of wet cleaning for floors containing asphalt material.

Granite and Marble Floors: All applicable floor areas shall be maintained in accordance with industry standards.

Loading Dock Floors: Spill residue and clean-up materials shall be disposed of in accordance with the Environmental Protection Agency (EPA), and/or State and local regulatory agency requirements.

Postal Floors: The quality standard for providing standard service is the same as that described for Postal Space in the Standard Service Section in C.4.1.18.

Stripping and Finishing: The old finish or wax shall be removed and new sealant applied in accordance with standard commercial practices. Spots shall be eliminated. There shall be no evidence of gum, burns, scuffmarks, or wax build-up in corners or crevices. **UNDER NO CIRCUMSTANCES SHALL BURNISHING, HIGH SPEED BUFFING, OR DRY STRIPPING METHODS BE USED.** The Contractor shall submit a floor maintenance schedule to the COR not later than (seven) 7 calendar days prior to contract start date.

Walls, baseboards, and other surfaces shall be free of finish residue and marks from equipment. Floors shall be free of streaks, mop strand marks, and skipped areas. The finished area shall have a uniform luster.

Sealing: Sealant must adhere to the floor. Floor areas must be evenly coated with a slip resistant seal.

Wood Floors: There shall be no water solutions used on wood flooring. There shall be no dry stripping methods used on wood flooring.

#### **C.49.1.2. Carpet and Rugs**

Extraction (Public Areas Only): Build-up, spills, or crusted material shall be removed along with spots and smears. There shall be no areas of deterioration or fuzzing to the carpets and rugs as a result of harsh brushing or scrubbing. Cleaned areas of carpets and rugs shall be reasonably blended with surrounding carpets.

The Contractor shall coordinate with the COR the times when carpet shall be cleaned. The carpet shall be dry before customers occupy the building on the next business day. The Contractor shall take measures to prevent the growth of mold. Moving of duplicating equipment, computer equipment, and similar type electric and electronic equipment is to be coordinated with the COR prior to cleaning of the carpet. Any furnishings moved are to be returned to their original positions.

Spot Cleaning: Carpet surfaces shall be free of removable spots, soiled traffic patterns, dirt, dust, debris, gum, and crusted material.

Vacuuming: Carpet surfaces are to be free of dirt, dust, and other debris. Vacuuming shall be done at a frequency that will protect the integrity of the carpet and prolong wear. The Contractor shall utilize vacuum cleaners that meet the requirements of the Carpet and Rug Institute “Green Label/Green Label Plus” Testing Program, <http://www.carpet-rug.org/commercial-customers/cleaning-and-maintenance/seal-of-approval-products/vacuums.cfm>.

#### **C.49.1.3. Floor Mats and Runners**

The **Contractor** shall furnish all mats and runners. The COR shall approve all mats and runners.

Mats and runners shall be laid out as specified by the COR at main entrances, main lobbies, and main and secondary corridors at all times, and must have finished edges. Replacement mats and runners shall be of the same type as the original mats and runners. Mats and runners shall be free of removable spots, soiled traffic patterns, dirt, debris, gum, and crusted material. There shall be no areas of deterioration or fuzzing as a result of harsh brushing or scrubbing. They shall receive scheduled cleanings and routine inspections based upon the manufacturer's instructions. Any mats and runners that are found to be non-repairable or cannot be cleaned shall be brought to the attention of the COR so they can be replaced. Mats and runners shall be stored in accordance with the ANSI/ASEE A1264.2-2006 Provision of Slip Resistance on Walking/Working Surfaces Guidelines.

Larger mats and runners shall be used, where appropriate, as opposed to several smaller mats and runners to eliminate overlapping and to reduce potential tripping hazards.

Wet or Inclement Weather: In the event of wet or inclement weather mats and runners are used, the mats and runners shall be placed at entrances and at other areas identified by the COR prior to the building occupants reporting to work. Wet or inclement weather mats and runners shall be removed, cleaned, and stored by the Contractor when the COR determines that they are no longer required.

#### **C.49.2. Restrooms, Shower Rooms, Locker Rooms, and Holding Cells**

Cleaning: Areas shall be cleaned with a disinfectant cleaner. Fixtures shall maintain a high level of luster and be free of dust, mold, mildew, streaks, and encrustation. Partitions, doors, vents, sills, and walls shall be free of dust, dirt, bodily fluid and waste, and graffiti.

Restrooms shall be free of discarded material and trash shall be emptied to prevent the containers from overflowing.

Dispensers: The **Contractor** shall provide dispensers. The Contractor shall replenish supplies and fill dispensers as a standard service. The supplies for the provided dispensers shall be compatible with the dispenser's manufacturer's requirements. Supplies used shall be consistent with the Comprehensive Procurement Guideline (CPG) items. Monies collected from tampon and sanitary napkin dispensers shall be retained by the Contractor who shall provide and replenish the product at their expense.

Floors: Floors shall be maintained in accordance to the floor care standard services requirements of this contract.

Receptacles: The **Contractor** shall provide receptacles. The Contractor shall empty, clean, and sanitize sanitary napkin and waste receptacles. Sanitary napkin disposal containers shall be lined with new receptacle bags. Disposal of waste shall be treated the same as Blood Borne Pathogens as specified in 29 CFR 1910.1030

([http://www.access.gpo.gov/nara/cfr/waisidx\\_06/29cfr1910a\\_06.html](http://www.access.gpo.gov/nara/cfr/waisidx_06/29cfr1910a_06.html)).

#### **C.49.3. Fixtures**

Clean and Sanitize: Fixtures and surfaces (washbasins, urinals, modesty panels, toilets, shower stalls, etc.) shall be clean with no dust, spots, soil substances, discoloration, mold, build-up, or excess moisture.

Drinking fountains: All fountains shall be free of dirt, watermarks, and all other debris or encrustation. Drinking fountains shall be sanitized and present a lustrous appearance.

#### **C.49.4. Surfaces**

Horizontal surfaces: All surfaces shall be free of dust, dirt, oil spots, or smudges. Cabinets and desks with papers, computers, and keyboards shall not be disturbed.

Metal, Brass and Woodwork: Surfaces (including corners, crevices, moldings, ledges, hand rails, grills, doors, door knobs, door frames, kick plates, etc.) shall be free of dust, streaks, spots, hand marks, oil, smudges, dirt, soil substances, encrustation, and streaks.

Glass Cleaning: All glass, clear partitions, mirror surfaces, bookcases, and other glass shall be clean and free of dirt, dust, streaks, smudges, watermarks, spots and grime, and shall not be cloudy. There shall be no water spots on the glass or adjacent fixtures and furniture.

#### **C.49.5. Walls**

Clean Spots and Marks: Wall surfaces shall be free of smudges, marks, dirt, and spots. Cleaning should not cause discoloration.

#### **C.49.6. High Cleaning**

High Surfaces: Surfaces above 70 inches shall be cleaned free of dirt, dust, and cobwebs. Where glass is present, both sides shall be clean and free of streaks. This does not include removal of vents, tiles, or fixtures.

#### **C.49.7. Trash, Wastebaskets, and Ash Receptacles**

Trash: All trash (including restrooms) shall be collected and removed to a location designated by the COR. Trash containers shall be emptied and kept clean, odor-free, and free of dirt, dust, debris, residue, and spilled material. Plastic liners for all trash, debris containers shall not be torn, worn, or contain residue. All ash receptacles shall be free of dust, ashes, odors, tar, streaks, and tobacco residue.

The Contractor shall notify the COR of any item or material identified by the Environmental Protection Agency (EPA), and State and local regulatory agencies as hazardous waste, hazardous materials, or Universal Waste, observed in the trash receptacles. Typical prohibited wastes include but are not limited to fluorescent light bulbs, thermostats, thermometers, most chemicals, and batteries (40 CFR Parts 260-273).

#### **C.49.8. Recyclables**

Collection: The Contractor shall provide all labor, equipment, and means to collect and transport recyclable materials from recycling bins and containers located throughout the building to storage and loading areas as designated by the COR and as described in the recycling discussion under standard services.

#### **C.49.9. Elevators and Stairways**

Door Tracks: Tracks shall be clean and free of dirt, debris, built up grime, dust, smudges, and other extraneous matter.

Exterior and Interior Car Surfaces: Surfaces shall be clean and free of finger marks, smudges, and spills. Carpets and floors shall be free of removable spots, dirt, and debris. Floors requiring a finish shall be maintained at a high luster.

Exposed Surfaces, Treads, Risers and Landings: Stairways, escalators, entrances, landings, railings, risers, ledges, grills, doors, radiators, and surrounding areas shall be free of dirt, dust, litter, and debris.

#### **C.49.10. Plate Glass**

All glass (to include glass over and in exterior and vestibule doors, all plate glass around entrances, lobbies, and vestibules) shall be clean and free of dirt, grime, streaks, and moisture and shall not be cloudy. This also includes the cleaning of both sides of 1<sup>st</sup> floor windows.

#### **C.49.11. Window Washing**

Cleaning: Windows shall be clean and free of dirt, grime, streaks, and moisture and shall not be cloudy. Window sashes, sills, woodwork, and other surroundings of glass shall be wiped free of drippings and other watermarks. Window cleaning shall be ordered by the COR. Cleanings of both sides of the windows shall be coordinated to maximize cost effective operations as directed by the COR.

#### **C.49.12. Blinds and Coverings (Not including Drapes, Curtains, and Unique Coverings)**

Dusting of Blinds and Coverings: All blinds and coverings, cord tapes, and valances shall be clean and free of dust and spots. Blinds and coverings that are not operating properly shall be reported to the COR for repair.

Washing of Blinds and Coverings: This service shall be ordered by the COR. Both sides of blinds and coverings shall be washed and coordinated with the COR.

#### **C.49.13. Policing**

Areas: All building areas shall be free of papers, trash, and other discarded material.

#### **C.49.14. Interior and Atrium Plants (Government Plants)**

Plants shall be free of dust and dead leaves and properly hydrated. Fertilize, prune, and treat for infestation. Any dead or withered plants, due to Contractor's neglect, shall be replaced by the Contractor at no additional expense to the Government.

#### **C.49.15. Concessions**

Cleaning: All public areas (cafeteria furniture and seating areas, snack bars, and vending machine area) shall be clean, sanitized, and free of spillages, food crumbs, spots, smudges, marks, and soil. Floors shall be maintained in accordance to the floor care standard services requirements of this contract. Cleaning of kitchens and areas behind serving tables, and salad and soup bars are the responsibility of the Concessions Contractor.

#### **C.49.16. Postal Space**

Cleaning: Postal space areas include, but are not limited to, service and box lobbies, swing rooms, work rooms, restrooms, locker rooms, supply rooms, vestibules, and loading docks. All areas shall be cleaned in accordance to the standard service requirements. The United States Postal Service is responsible for the painting of the floor in work rooms. \*\*\* can perform this work at the request of the United States Postal Service on a reimbursable basis.

Flooring: All postal floors shall be free of dirt, dust, debris, and other foreign matter. If stripping and refinishing is required, finish or wax shall be removed and reapplied in accordance with standard commercial practices. UNDER NO CIRCUMSTANCES SHALL BURNISHING, HIGH SPEED BUFFING, OR DRY STRIPPING METHODS BE USED.

Asphalt Floors: Floors containing asphalt material shall be free of dirt and foreign matter. Damp mopping shall be the only method of wet cleaning. There shall be no buildup of finish in corners or crevices. If asbestos flooring is present, the Contractor shall comply with the methods prescribed in the NIBS Guidance Manual,

Asbestos Operations and Maintenance Work Practices. The Contractor shall have a copy of the NIBS Guidance Manual. If asphalt plank is present, the asphalt plank shall be maintained in accordance with the manufacturer's instructions.

#### **C.49.17. Fitness Centers, Health Units, and Laboratories**

Cleaning: Areas such as the fitness centers, health units, and laboratories shall be cleaned with sanitizer in accordance to the standard service requirements.

Surfaces: All metal (door frames and handles, fixtures, exercise equipment) and glazed surfaces (including partitions), shall be free of smears, finger marks, and streaks. All metal and glaze surfaces shall have a uniform luster.

### **C.50. EXTERIOR CLEANING**

The Contractor shall provide the following exterior standard services:

#### **C.50.1. Plate Glass**

All glass (to include spandrel glass, glass over and in exterior and vestibule doors, all plate glass around entrances, lobbies, and vestibules) shall be clean and free of dirt, grime, streaks and moisture, and shall not be cloudy. This also includes the cleaning of both sides of 1<sup>st</sup> floor windows.

#### **C.50.2. Window Washing**

Both sides of the glass shall be clean and free of dirt, grime, streaks and moisture, and shall not be cloudy. Window sashes, sills, woodwork, and other surroundings of interior glass shall be wiped free of drippings and other watermarks. Cleaning of both sides of the windows shall be coordinated with the COR to maximize cost effective operations. Window Washing shall be ordered by the COR.

The Contractor is required to accomplish window washing work consistent with safety requirements promulgated by the Occupational Safety and Health Administration (OSHA). Adequate fall protection for window washers is required to be provided by the Contractor.

#### **C.50.3. Canopies/Overhangs**

Cleaning: All canopies and anything affixed to, or included in the surfaces of canopies shall be clean and free of all dirt, dust, cobwebs, nests, bird excrement, trash, and debris.

#### **C.50.4. Hard Surface Areas**

Cleaning: All areas (sidewalks, brick areas, hard surfaces, parking areas, garages, docks, moats, platforms, driveways, ramps, lanes, etc.) shall be clean and free of dirt, debris, gum, litter, gravel, weeds, oil, and grease. No residual dirt shall remain after the removal of the debris. Spill residue and clean-up materials shall be disposed in accordance with the Environmental Protection Agency (EPA), and State and local regulatory agency requirements.

#### **C.50.5. Ash Receptacles and Trash Containers**

Cleaning: All trash shall be collected and removed to a location designated by the COR. Trash containers and ash receptacles shall be emptied and kept clean, odor-free, and free of dirt, dust, ash, cigarette butts, debris, residue, and spilled material. Sand in ash receptacles shall be replenished as necessary. Plastic liners for all trash containers shall not be torn, worn, or contain residue.

#### **C.50.6. Surfaces (signs, tables, etc.)**

Cleaning: Surfaces shall be clean, with no dirt, dust, residue, streaks, spots, soil substances, discoloration, or cloth streaks. Spill residue and clean-up materials used shall be disposed of properly.

#### **C.50.7. Parking Structures, Parking Lot(s), and Dock Areas**

Cleaning: Areas shall be cleaned and free of dirt, water, streaks, mop marks, and oil spill(s). Spill residue and clean-up materials shall be disposed in accordance with the Environmental Protection Agency (EPA), and State and local regulatory agency requirements.

#### **C.50.8. Excrement Removal (Human, Avian and Rodent)**

Cleaning: All steps and stairs, entrances, sidewalks, arcades, landings, balconies, and ledges shall be cleaned of all excrement while following established safety precautions as outlined in the Center of Disease Control protocols. Knowledge of cautionary requirements in cleaning areas contaminated by bat, pigeon, or other avian pest excrement is required. The Contractor shall fully train all employees designated to perform these services in accordance with OSHA standards and OSHA approved State plans.

#### **C.50.9. Policing Outside Areas**

Policing: All areas including lawn, grounds, planted areas, sidewalks, hard surfaces, parking areas, garages, docks, platforms, driveways, ramps, lanes, etc) shall be clean of gum, litter, debris, paper, trash, and other discarded material.

Unimproved grounds: All areas shall be cleared of trash, debris, and other discarded material each time the native grasses, weeds, etc. are cut.



Fence Lines: Fence lines shall be cleared of trash, debris, and other discarded material.

#### **C.50.10. Cleaning Incinerators**

Incinerators shall be free of ashes and noncombustible material. Contractor's method of cleaning incinerators shall prevent fire and safety hazards.

### **C.51. SNOW AND ICE REMOVAL**

The Contractor shall perform snow and ice removal standard services for the snow and ice removal program. Snow and ice removal from entrances, steps, landings, sidewalks, and approaches are included in the standard service price. This does not include snow and ice removal requiring heavy equipment (ride-on equipment such as front end loaders, backhoes, bobcats, snow plows, etc.)

- A. The Contractor shall clear snow and ice **before** the normal building operating hours to prevent a slip hazard. The Contractor shall clear snow and ice **during** normal building operating hours and is authorized to divert work to accomplish the task. The Contractor shall notify the COR of the diversion within one hour. The COR retains the right to determine what type of services and the duration of diverted services for the removal of snow and ice.
- B. The \*\*\* Ordering Official may order additional snow and ice removal services outside of normal building operating hours (i.e. weekends, holidays). The order shall reflect the days and hours required for snow and ice removal.
- C. Within seven (7) days prior to the contract start date the Contractor shall submit a detailed snow removal plan that meets the needs of the \*\*\*. This plan shall be submitted to the COR. At a minimum, the snow removal plan shall include the following items:
  - Coordination measures to ensure appropriate levels of effort for the conditions of the building.
  - Equipment
  - Personnel
  - Snow removal event triggers
  - Treatment areas requiring de-icing
  - Approved materials and chemicals
  - Safety plan
  - Notification procedures

Chemicals and sand shall be used to reduce safety hazards due to ice and snow. All chemicals used shall be approved by the COR prior to the first inclement weather event. The Contractor shall ensure there is an adequate supply of chemicals and sand on site or readily available to cover unexpected snow and ice occurrences.

### **C.52. GROUNDS MAINTENANCE**

The Contractor shall perform grounds maintenance standard services.

#### **C.52.1. General**

Maintain all plants, trees, shrubs, ground cover, and lawns in a manner that prolongs life and sustains a healthy appearance. The Contractor shall seek to prevent pollution by, among other things, reducing fertilizer and pesticide use, using integrated pest management techniques,

recycling green waste, and minimizing runoff. Grounds maintenance services in the standard services and above standard services requirements shall benefit the environment and generate cost savings to the Federal Government by preserving and protecting the native plants and wildlife habitat entrusted to us.

#### **C.52.2. (RESERVED)**

#### **C.52.3. Trees and Shrubs**

Maintenance: Tree supports should be kept in good condition and functioning at all times and removed when no longer needed. All trees and shrubs should be fully protected. Tree stakes, tree ties, and guy wire shall be of materials that comparable to those existing on site, and shall be replaced or repaired by the Contractor as needed. Supports or braces are to be repositioned as often as necessary to prevent damage to the tree or shrub trunk. Sand pans can be used for trees and shrubs to protect the plant trunk from the mower, and help to avoid over-watering. Keep shrubs and trees trimmed to present an attractive appearance.

Pruning: To promote optimum efficiency and safety for all foot and vehicular traffic, trees and shrubs shall be kept pruned to clear all roads, drives, and walking areas. Any limbs and branches touching or brushing buildings or other structures are also to be pruned to provide clearance and free air circulation around the plant. The Contractor shall remove all dead or diseased foliage or branches after pruning.

Survey: A certified grounds maintenance professional shall provide a survey of the trees and an evaluation of their condition. This shall be completed within 30 days from the start date of each year the contract is in effect. The evaluation shall include a plan and price list for any special treatment not covered by this contract. Soil samples shall be taken and analyzed at the Contractor's expense by an approved testing laboratory, from areas where plant health problems occur. Recommendations of the testing laboratory should also be submitted with a plan and price list for any special treatment not covered by this contract. Plans and price lists shall be submitted to the COR.

#### **C.52.4. Mulching**

Contractor shall maintain and replace existing mulch as necessary. Replacement mulch shall be commercial grade shredded hardwood bark, synthetic composite (such as Rubberific), or equivalent. It shall be free of sticks, stones, clods, or other foreign material. A sample of proposed mulch and chips shall be submitted to and approved by the COR prior to use. All areas to be mulched shall be raked, debris removed, edge reestablished, and any excessive mulch buildup worked into existing soil or removed, at the discretion of the COR, prior to mulch application.

#### **C.52.5. Mowing and Edging**

Contractor shall mow and edge all turf areas at a frequency and method that ensures that all areas present an attractive appearance at all times. Mulching mowers are to be used; however, non-mulching mowers are permitted at some sites and shall be approved by the COR. Grass clippings shall be cleared from walkways and roadways, and disposed of properly.

#### **C.52.6. Leaf Removal**

The Contractor shall remove leaves, as necessary, to maintain a neat and clean appearance. Throughout the year, the Contractor shall remove minor accumulations due to isolated leaf drop and shall check all storm drain openings on the premises and remove any leaves or debris that have accumulated. Care shall be taken to remove leaves in existing mulched areas to maintain a

neat and clean appearance without substantial reduction in mulch depth or damage to herbaceous or woody plant material.

#### **C.52.7. Over Seeding, Dethatching, and Plugging**

Over-seed, dethatch, and plug as necessary to prevent bare areas and promote even growth of turf areas following common and local landscaping practices.

#### **C.52.8. Fertilization**

All lawn, trees, and ground cover shall be fertilized consistent with common local landscaping practices. Fertilizer used shall be of a balanced type that supplies all nutrients required for providing sustainable growth and development. The fertilizer application rate for the trees will be determined by tree type, girth, and height. Prior to application, the Contractor shall schedule time of application with the COR.

#### **C.52.9. Flowerbeds and Plants**

Flowerbeds are to be free from weeds and debris. Replacement plants shall be supplied by the **Contractor** and approved by the **COR** and shall be arranged in an attractive and professional manner.

#### **C.52.10. Soil and Ground Cover**

Aeration: Soil shall be aerated (frequency is dependent on the type of soil and grass but no less than one aeration-per year) by manual or mechanical methods of piercing the ground to provide an adequate air supply to the soil and promote sustained plant life.

Cultivation: Soil shall be cultivated to ensure the topsoil is loose for the purposes of gas exchange, water penetration, and soil aeration.

Groundcover: All areas shall be maintained to promote healthy and sustained growth. Ground cover must present a neat appearance.

#### **C.52.11. (RESERVED)**

#### **C.52.12. Fence Lines**

Maintenance: Grass, native grass, weeds, and other growth at the fence lines at border stations, shall be controlled and not exceed **6** inches in height. Any chemical treatment used must be approved by the COR prior to use. Application of any chemicals must be accomplished by a Licensed Pest Control Operator.

#### **C.52.13. Weeds**

Maintenance: All areas (**excluding unimproved grounds**) are to be free of weeds and unwanted growth.

#### **C.52.14. Irrigation**

Initial Deficiency Walk-Through: The Contractor shall conduct a walk-through and inspect all irrigation systems (sprinklers, rain and freeze sensors, and drip systems) and submit a list of all damages to those systems to the COR. This list shall be submitted to the COR at least 21 calendar days prior to the contract start date.

#### **C.52.15. Watering**

Watering: All watering cycles shall be conducted at times that minimize inconvenience to the building occupants and visitors, and maximize percolation. Entrances and Exits shall not be wet during the arrival and departure of occupants and visitors. Watering shall be accomplished using a drip, soaker hose, or other water-saving irrigation system devices. The Contractor shall operate

watering systems that use automatic timers coupled with rain/freeze sensors, in an efficient manner that considers local weather and local mandates. During periods of water restrictions, watering guidelines by the local water district shall apply. The Contractor shall not be responsible for the replacement of landscaping materials that die as a result of a lack of proper access to water during these periods of water restrictions by municipalities.

Hand Watering: When mechanical irrigation is not available or is malfunctioning, Contractor shall use alternative hand watering methods such as gator bags, or equivalents to ensure, promote, and maintain healthy growth.

#### **C.52.16. Adjust, Clean, and Set Automatic Controllers**

Maintenance: Irrigation systems on automatic controllers shall be adjusted, cleaned, and set for the most energy efficient watering periods. When watering lawns, the Contractor must make sure that the sprinklers and drip heads are clean and adjusted so that the water ejects evenly and covers all lawn areas and shrubs.

Irrigation systems that are damaged by the Contractor due to neglect shall be repaired by the Contractor. The Contractor shall be responsible for all costs incurred to repair and test the system. Repairs shall be performed by the Contractor, the Contractor's sub-contractor, or the O&M Contractor. All repairs shall be performed by qualified individuals using industry practices.

Notifications: The Contractor shall be responsible to notify the Government in the event of operational malfunctions, breakages, or failures to the irrigation system, which affect the Contractor's ability to provide proper irrigation to building(s) landscaping. Failure to make timely notification to the COR shall result in the Contractor replacing damaged landscaping.

#### **C.52.17. Integrated Pest Management Plan**

The Contractor shall utilize the Integrated Pest Management Plan for controlling pests and disease to ensure that landscape, trees, and shrubs are free of disease and infestation.

#### **C.52.18. Plant Replacements**

The Contractor shall be responsible for all costs associated with the replacement of all planted materials that have been damaged as a direct result of the Contractor's lack of oversight, neglect, or lack of proper care and maintenance.

### **C.53. ABOVE STANDARD SERVICES**

The Contractor shall provide interior and exterior above standard services to fulfill the Government's intermittent need for work. These services are in addition to the services specified as a standard service.

The Contractor shall not divert workforce to accomplish above standard services.

Submit as part of your initial proposal the pricing for the following above standard services in Section B.

The Government reserves the right to obtain supplies and services from other sources if determined that prices are not found fair and reasonable, based on competitive fair market prices.

#### **QUALITY STANDARDS FOR ABOVE STANDARD SERVICES**

##### **C.53.1. Carpet Extraction (Private Areas)**

Floors shall be maintained in accordance to the floor care standard services requirements of this contract.

**C.53.2. Window Washing**

Window Washing shall be maintained in accordance to the window washing standard services requirements of this contract.

**C.53.3. Reserved**

**C.53.4. Blinds and Coverings (Not Including Drapes, Curtains, and Unique Coverings)**

Contractor shall wash both sides of the blinds and coverings. The Contractor shall coordinate this requirement with the COR.

**C.53.5. Pressure Washing**

The Contractor shall remove all dirt, debris, residue, gum, grease, and tar within the exterior areas of the building(s) with the approval of the COR. Clean-up shall be done in an environmentally sound manner to minimize the amount of waste washed into the storm sewers or onto the ground.

**C.53.6. Tree Thinning**

Tree thinning shall reduce the density of live branches towards developing the natural branching structure. Thinning shall result in an even distribution of branches on individual limbs and throughout the crown to provide free air circulation through the remaining limbs and branches. Not more than 25 percent of the crown should be removed within an annual growing season. Tree maintenance shall be performed only by arborists or arborist trainees who, through related training or on-the-job experience, or both, are familiar with the practices and hazards of arboriculture and the equipment used in such operations. This standard shall not take precedence over arboricultural safe work practices. Operations shall comply with applicable Occupational Safety and Health Administration (OSHA) standards, ANSI Z133.1, as well as State and local regulations.

Climbing spurs shall not be used when climbing and pruning trees. Tree branches shall be removed in such a manner so as not to cause damage to other parts of the tree or to other plants or property. Branches too large to support with one hand shall be pre-cut to avoid splitting of the wood or tearing of the bark. Where necessary, ropes or other equipment shall be used to lower large branches or portions of branches to the ground.

**C.53.7. Government Furnished Trees and Plants (Planted in Ground or Planters)**

Government furnished trees and plants shall be planted in the ground or planter as approved by the COR.

**C.53.8. Snow and Ice Removal for Areas Requiring Heavy Equipment**

The Contractor shall furnish the necessary heavy equipment and other items needed to clear or haul snow and ice from parking areas, roads, driveways, plaza areas, etc when an order is issued. Heavy equipment includes ride on equipment such as front end loaders, backhoes, bobcats, snow plows, etc.

The Contractor shall use caution when snow removal is in progress to prevent any damage to the buildings, grounds, vegetation, landscape areas, sidewalks, roads, fire hydrants, shrubs, signs, and other protrusions. The Contractor shall be held liable for any damage incurred to Government property during the performance of work. All locally prescribed safety regulations, laws, and practices shall be carefully observed in performance of the work.

**C.54. CUSTODIAL RELATED SERVICE CALLS**

Contractor shall provide adequate staff to respond to custodial related service calls during building(s) operating hours (see Building Information Data Sheet in Section J) AND during the Contractor's regular cleaning schedule. Historically, custodial related service calls for this building(s) have been 20 hours per month. Contractor shall detail in its QCP how it will monitor and respond to service calls.

Custodial related service calls shall be monitored and satisfactorily responded to in a timely manner. Contractor shall include a method of recording customer calls, the time to complete the service call, and the corrective action taken. These records shall be made available for review by the COR.

The costs of all custodial related service calls shall be reimbursed to the Contractor if the request is outside the building(s) operating hours AND outside the Contractor's regular cleaning schedule.

The Contractor shall respond to ALL custodial related service calls (miscellaneous custodial issues, moving, arranging, and rearranging furniture within a conference room, special event support, etc.) using building specific custodial related service call procedures.

Custodial related service calls that the COR determines to be urgent (spilled water in traffic areas, lack of toilet supplies, etc.) shall be handled immediately.

## **C.55. TRASH AND SOLID WASTE DISPOSAL AND REMOVAL**

### **C.55.1. Extent of Work**

The Contractor shall not collect hazardous materials unless specifically contracted to recycle them. Typical prohibited wastes include but are not limited to fluorescent light bulbs, thermostats, thermometers, most chemicals, and batteries (nickel-cadmium and small, sealed lead acid batteries in electronic equipment, mobile phones, portable computers, and emergency lighting). In addition, electronic equipment such as computers and printers shall not be discarded in the trash containers. The Contractor shall notify the COR of any prohibited or unauthorized items observed in the trash receptacles.

The custodial Contractor shall provide trash or solid waste removal and disposal services as described herein.

The Contractor shall collect and transport all solid waste, trash, and debris to designated locations on the loading dock or other areas (holding areas) for removal from the premises. Holding areas for solid waste accumulation shall be identified by the COR. If trash compactors are used at the building, the Contractor shall operate the compactor. The door is interlocked with the compactor and will not operate unless the door is closed. The **custodial contractor** shall ensure that the appropriate Contractor personnel receive training in the safe and proper operation of the compactor.

All solid waste collected as a requirement of this contract shall be removed from the premises and transported to a solid waste disposal facility that has been certified by the appropriate state agency responsible for solid waste management, or by the Environmental Protection Agency.

The Contractor shall provide a sufficient number of waste removal containers to accommodate all trash generated between pick-up dates. The COR shall approve all container styles, types, and storage locations prior to placement. The Contractor shall be responsible for the delivery, maintenance, repair, cleanliness, labeling, and removal of storage containers and equipment, throughout the contract period. The containers must be kept free of holes, pests, grease, oil, and

odors, etc. All Contractor-supplied equipment and materials shall remain the property of the Contractor during and subsequent to the contract period.

The overflow of materials from containers and dumpsters shall be picked up from the ground and floor area used to collect and consolidate the materials. The Contractor shall remove all hydraulic fluid and oil spillage caused either by the collection vehicles, or released from containers at the designated centralized collection site (loading dock, etc.). Spill residue and clean-up materials shall be disposed in accordance with the Environmental Protection Agency, and State and local regulatory agency requirements.

#### **C.55.2. Solid Waste Records and Reports**

The Contractor shall submit a quarterly report showing the total weight or cubic yards of trash hauled and shall be provided to the COR, so that the report can be submitted as required by the Resource Conservation and Recovery Act.

If the Contractor cannot provide total weight or cubic yards of trash hauled, the Contractor shall provide to the COR the container size, the number of containers, and the number of pickups and/or tips for each quarter. This information shall be submitted to the COR not later than 7 calendar days after the end of the quarter.

Reports prepared by the Contractor shall be submitted to the Government electronically. When electronic submittals are not available, hard copy reports shall be used. Paper used by the Contractor shall be double printed paper containing a minimum of 30 percent post consumer recycled content.

### **C.56. RECYCLING**

The Contractor shall furnish all necessary labor, equipment, and supervision to provide recycling services as described herein. All recyclable materials shall be collected for removal from the premises. Overflow of materials from containers shall be picked up from the floor of the area used to collect and consolidate the materials.

#### **C.56.1. Extent of Work**

It is the intent of the Government to keep the maximum amount of material from the landfill through aggressive recycling.

The Contractor shall furnish all necessary labor, equipment, and supervision to provide recycling services as described herein. All recycled materials shall be collected for removal from the premises. Overflow of materials from containers shall be picked up from the floor of the area used to collect and consolidate the materials.

Materials to be recycled may include, but are not limited to: hard and soft bound books, telephone books, magazines and catalogs, legal briefs, publications, all types of office paper, computer paper, manila file folders, newspapers, junk mail, corrugated containers, manila envelopes, cardboard packaging, packing cartons, metals, used aluminum, plastic and glass beverage containers, unusable wood pallets, Universal Wastes, electronics, and old carpeting.

The Contractor shall remove all hydraulic fluid and/or oil spillage caused either by the collection vehicles, or released from containers at the designated centralized collection site (loading dock, etc.). Spill residue and clean-up materials shall be disposed in accordance with the Environmental Protection Agency (EPA), and State and local regulatory agency requirements.

Unless specifically contracted to recycle items or material identified by the EPA, and State and local regulatory agencies as hazardous waste, hazardous materials, or Universal Waste, the

Contractor shall not collect these items. Typical prohibited wastes include but are not limited to fluorescent light bulbs, thermostats, thermometers, most chemicals, and batteries. Electronic equipment, such as computers shall not be discarded in the recycle bins. The Contractor shall notify the COR of any prohibited or unauthorized items observed in the recycling receptacles.

The Contractor shall recycle to the maximum extent possible.

#### **C.56.2. Recyclable Materials Disposition**

The Contractor shall ensure that all recyclable materials are recycled and not placed in landfills. The COR may direct the Contractor to participate in joint efforts with State, city, and local governments regarding recycling.

#### **C.56.3. Recycling Containers**

Recycling Collection Containers: The **Contractor** shall provide the necessary collection containers/bins and other equipment for use throughout the building, for the collection of recyclable materials. Containers shall be in sufficient quantities for the collection of recyclable material prior to removal to the designated holding area.

Storage Containers: The **Contractor** shall provide the necessary storage containers and other equipment for use in designated holding areas. Containers shall be in sufficient quantities for the storage of the recyclable materials in the holding area prior to removal from the premises by the recycling Contractor.

Container and Equipment Responsibility: The Contractor shall be responsible for the removal of recyclables from collection containers and movement to the holding areas, throughout the contract period. The containers, excluding those used to collect paper, shall be lined and free of residue and any plastic liners shall not be torn, worn or contain residue. Containers shall be kept free from holes, vermin, or foreign matter that might cause injury or stain clothing or furniture, and the containers must not emit unpleasant odors. If any container emits unpleasant odors, as identified by the COR, it shall be immediately corrected by the Contractor at their expense. Recyclable materials shall not be handled, stored, or transported in any manner that causes a safety or health hazard.

All Government supplied equipment and materials shall remain the property of the Government. The Contractor shall be accountable for all recycling equipment and containers belonging to the Recycling Contractor and shall use it only for the intended purpose.

#### **C.56.4. Recyclables**

Collection: Contractor shall ensure that recyclables are collected and placed in the designated holding areas on a schedule that will maximize the quantity of materials removed from the premises as scheduled. Additional collections of recyclable materials may be required on an irregular basis, and will be coordinated with the COR.

#### **C.56.5. Contractor Recyclable Duties**

A. Arrange for the removal of recyclables from premises. Be responsible for all fees, if any, associated with recycling.

B. Remove all recyclable materials to a storage area designated by the COR. Recyclable materials may be found in

- ☒ Central Recycling bins and containers (located in common areas such as hallways, break rooms, conference rooms, snack bars, cafeteria and/or restrooms, etc.)



- ☐ Desk side recycling bins and containers.
- ☐ Both.

C. Place recyclable materials in containers, dumpster, or compactor provided by recycler. The Contractor shall monitor containers to prevent littering of holding area. No trash shall accumulate in holding area.

D. Bale corrugated materials if a baler is available.

E. Ensure that all custodial staff involved in the recycling program fully understand the recycling procedures and requirements.

F. Coordinate additional pickups within 24 hours of notification by the COR.

G. **Retain** any proceeds that result from the sale of recyclable materials covered by this contract. Verification of the amount of proceeds received from the sale of recycled materials shall be furnished to the COR upon request.

#### **C.56.6. Restriction on Use**

Recyclable paper purchased under this contract shall be used or sold as recyclable paper only; i.e., for processing at a pulp mill to be made into new paper products. The Contractor shall not use, allow access to, or offer for resale any papers, documents, or file record material for the information contained therein.

#### **C.56.7. Recycling Records and Reports**

The Government is required to report the percentage of the building's total waste stream diverted to recycling. Records showing the cost and amount of material hauled will be provided to the COR so that this report can be submitted as required by the Resource Conservation and Recovery Act (RCRA). Reports from the Contractor should provide all required data for the RCRA 6002

Report as it relates to products and services used/provided by this contract. Reports prepared by the Contractor shall be submitted to the Government electronically. When electronic submittals are not available, hard copy reports shall be used. Paper used by the Contractor shall be double printed paper containing a minimum of 30 percent post consumer recycled content.

Reports. The Contractor shall submit two reports to the COR:

1. Quarterly Reports. The Contractor shall submit a quarterly report listing the types and weights, including commingled items, of each material recycled. The Contractor shall maintain information and receipts indicating the items, including those commingled, that are recycled, and their weight, for review by the COR not later than 7 calendar days after the end of the quarter.

2. Annual Recycling Report: The Contractor shall submit a listing of the types and weights, including commingled items, of materials recycled for a 12-month period covering October through September to the COR not later than November 1. If full year data is not available, the COR may request partial year data.

#### **C.56.8. (Reserved)**

### **C.57. INTEGRATED PEST MANAGEMENT PROGRAM**

The Contractor shall employ practices and techniques as they relate to cleaning, trash, and materials handling that reduce the sources of food, harborage, and access routes used by pests in

and around buildings. Techniques may include, but are not limited to, keeping containers closed, removal of debris, etc.

The Integrated Pest Management (IPM) Plan is a preventive maintenance process that coordinates many different programs to reduce sources of pest on a long-term basis for both the interior and exterior areas of a building as defined in 7 U.S.C. 136r-1 <http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t05t08+1738+48++%28definitions%29%20%20AND%20%28%287%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20>. The custodial Contractor shall employ practices and techniques, as they relate to cleaning, trash, and materials handling, that reduce the sources of food and water, harborage, and access routes used by pests in and around the building. Techniques may include but are not limited to keeping containers closed, removal of debris, etc.

Throughout the life of this contract, the Contractor shall be responsible for notifying the COR, in writing, of updates to this plan regarding any sanitary or procedural modifications deemed necessary to eliminate pest infestation.

### C.57.1. Preventive Pest Maintenance

The Contractor shall implement a preventive maintenance program that identifies and corrects conditions that contribute to pest infestation. Some of the most effective **EXAMPLES** include but are not limited to:

- Self-contained compactors rather than dumpsters or stationary dumpsters for storing solid waste awaiting pickup.
- Pressure washing of trash rooms, loading docks, and food preparation facilities.
- Food preparation and storage areas remain clean.
- Dedicated, tightly covered receptacles for food waste in indoor areas with chronic pest problems.
- Replacement of dense ground cover in landscapes with chronic rodent problems.

### C.57.2. General

The Contractor shall accomplish the surveillance, trapping, and pesticide application components of the IPM program. The Contractor shall also provide detailed, site-specific recommendations for structural and procedural modifications necessary to achieve pest prevention.

### C.57.3. Pests Included and Excluded

The Contractor shall adequately suppress indoor populations of rats, mice, cockroaches, ants, flies, and any other arthropod pests not specifically excluded in this exhibit. This includes populations of these pests that are located outside of the specified facilities, but within the property boundaries of the facilities.

Populations of the following pests are excluded from this contract:

- Birds,
- Bats,
- Snakes,
- Termites, and
- Other wood-destroying organisms.

However, the following shall be controlled under the terms of this contract:

- Individuals of all the above excluded pests that are incidental invaders inside the facilities, and
- Winged termite swarmers.

#### **C.57.4. Initial Pest Assessment**

The Contractor shall conduct a thorough, initial assessment of the interior space and exterior grounds and paved areas. The purpose of the initial assessment is for the Contractor to identify areas or practices that may contribute to pest infestation.

A written report detailing the findings of the initial assessment shall be submitted to the COR within fifteen (15) calendar days of the start of the contract. Throughout the life of this contract, the Contractor shall be responsible for notifying the COR, in writing, about any sanitary or procedural modifications deemed necessary to eliminate pest infestation.

#### **C.57.5. Pest Control Plan**

Prior to initiation of services, the Contractor shall submit to the COR a Pest Control Plan within 30 calendar days after the contract start date.

The Pest Control Plan shall consist of four parts:

- A. Proposed methods for control, including labels and Material Safety Data Sheets (MSDS) for all pesticides to be used. A list of brand names of trapping devices, pest monitoring devices, and any other control devices or equipment shall be included.
- B. A schedule for each building or site. Frequency of contract visits shall depend on the specific pest control needs of each premise. Large office facilities, or specified office areas within such facilities, with a history of pest infestations, will be visited more frequently.
- C. A description of any structural or operational changes that would facilitate the pest control effort.
- D. A copy of the Commercial Pesticide Applicator Certificate or License for every Contractor representative who will be performing on-site service in accordance with this exhibit.

#### **C.57.6. Pesticide Application**

The Contractor shall not apply any pesticide product that has not been included in the Pest Control Plan or approved in writing by the COR. Only qualified, trained, and licensed/certified personnel shall apply chemicals. Uncertified individuals working under the supervision of a Certified Applicator shall not be permitted to provide service under the terms of this contract. Chemicals shall be applied according to manufacturers' recommendation and shall be applied evenly. Chemicals shall be applied with extreme care to avoid hazard to any person or animal in the immediate or adjacent areas, or property damage. All chemicals shall be in the original manufacturer's containers and properly labeled.

Pesticide application shall be according to need and not by schedule. As a general rule, application of pesticides in any area shall not occur unless visual inspections or monitoring devices indicate the presence of pests in that specific area. In no case shall extremely toxic materials be permitted. The Contractor shall not store any pesticide product on Government property.

#### **C.57.7. Structural and Procedural Recommendations**

Structural modifications for pest control will be the responsibility of the Government. However, throughout the life of this contract, the Contractor shall be responsible for notifying the COR in writing about any structural, sanitary, or procedural modifications deemed necessary to eliminate food and water sources, harborage, or access routes that would allow building infestation by pests in and around the building.

#### **C.57.8. Record Keeping**

The Contractor shall be responsible for maintaining a pest control logbook or file for each building or site specified in this contract. These records shall be kept on Government property and maintained by the Contractor.

Each log book or file shall contain at least the following items:

- A. A copy of the Pest Control Plan, (including labels and MSDS for all pesticides used), brand names of all pest control devices and equipment, and the Contractor's service schedule,
- B. Completed copies of \*\*\* Form 3638, Pest Control Work and Inspection Report, or an equivalent. The forms are available from \*\*\*'s Website at [\\*\\*\\*\\*\\*](#) and shall be used to advise the Contractor of routine service calls and to document the performance of all work. The Contractor shall also document on the \*\*\* all information on pesticide application that is required by statute in the jurisdiction where service is actually performed. Upon completion of a service visit to a building, the Contractor's representative performing the service shall complete, sign, and date the \*\*\*, and return it to the log book.

#### **C.57.9. Manner and Time to Conduct Service**

Routine pest control services that do not adversely affect tenant health or productivity shall be performed during the tenants' normal working hours. When it is necessary to perform work outside of the tenants normal working hours, the Contractor shall notify the COR at least one day in advance.

#### **C.57.10. Pest Control**

A. Non-pesticide Products and Use: The Contractor shall use non-pesticide methods of control wherever possible. For example:

- Portable vacuums
- Trapping devices

B. Pesticide Products and Use: When it is determined that a pesticide must be used in order to obtain adequate control, the Contractor shall employ the least hazardous material, most precise application technique, and minimum quantity of pesticide necessary to achieve control. The Contractor shall minimize the use of liquid pesticide applications wherever possible, for example:

- Bait stations and other types of bait formulations rather than sprays
- As a general rule, liquid, aerosol, or dust formulations shall be applied only as crack and crevice treatments.
- Application of pesticide liquid, aerosol, or dust to exposed surfaces, and pesticide space sprays (including fogs, mists, and ultra-low volume applications), shall be restricted to unique situations where no alternative measures are practical.

The Contractor shall obtain the approval of the COR prior to any application of pesticide liquid, aerosol, or dust to exposed surfaces, or any space spray treatment. Other than crack and crevice treatments, no liquid, aerosol, or dust applications shall be made while tenant personnel are present.

#### **C.57.11. Safety and Health**

All work shall comply with the applicable requirements of 29 CFR 1910, ([http://www.access.gpo.gov/nara/cfr/waisidx\\_06/29cfr1910a\\_06.html](http://www.access.gpo.gov/nara/cfr/waisidx_06/29cfr1910a_06.html)), state and municipal safety and health requirements. Where there is a conflict between applicable regulations, the most stringent shall apply.

#### **C.58. (RESERVED)**

#### **C.59. CLEANING SCHEDULES**

The cleaning schedule is considered the Contractor's efficient approach to the work, and shall not limit the Contractor to specific levels of staffing, means or methods. Changes necessary for achieving the contract performance work statement requirements shall be the responsibility of the Contractor. The initial cleaning schedules shall be submitted to the COR no later than 14 days prior to the contract start date. Any revisions will also be submitted to the COR.

The Contractor's cleaning schedule shall, as a minimum, include the following frequency:

- A. Daily cleaning
- B. Periodic
  - Weekly cleaning
  - Monthly cleaning
  - Other frequencies

#### **C.60. COMMUNICATION REQUIREMENTS**

A. Tenant Meetings: The Contractor shall attend any scheduled tenant meetings. They will be on the agenda to communicate program specific information, improvements, or work that will impact the tenants.

B. Quality Control Meetings: The Contractor shall attend meetings that will be held between the Contractor and the COR, as required by the COR. The purpose of these meetings will be to discuss the Contractor's performance, areas of deficiencies, areas of satisfaction, and tenant needs or concerns. Frequencies of these meetings may be increased or decreased depending upon performance as determined by the COR.

C. Partnering Meeting: The Contractor shall attend at least one partnering session with \*\*\* after the Post-Award conference. Other sessions may take place during the course of the contract at the option of either \*\*\* or the Contractor. Partnering is working together towards a common interest or goal. The Contractor is required to attend at least one partnering session with \*\*\* after the Post-Award conference. Other sessions may take place during the course of the contract at the option of either \*\*\* or the Contractor. Both parties will re-visit the idea of having a partnering session on the anniversary date of the contract. Each partnering session will be held at a mutually agreed time and location.

## **C.61. ENVIRONMENTALLY PREFERABLE SUPPLIES, PRODUCTS, AND EQUIPMENT**

The Contractor shall give preference to supplies and products that are "environmentally preferable". The list of Comprehensive Procurement Guideline (CPG) items and their associated Recovered Materials Advisory Notices (RMANs) are available at <http://www.epa.gov/cpg>. Items such as paper products (seat covers & towels should contain 40 - 100% recovered fiber, with 40 - 60% from post consumer fiber and toilet tissue should contain 20 - 100% recovered fiber, with 20 - 60% from post consumer fiber), trash bags, mulch and hoses are on the CPG list. Information on CPG items can be found at: <http://www.epa.gov/cpg/products.htm>.

This includes concentrated and ready-to-use cleaning chemicals (spray bottles must be labeled with the contents) that use ecologically sound packaging, are phosphate-free, non-corrosive, non-combustible, non-poisonous, non-reactive, and non-aerosol; contain no carcinogens, mutagens and teratogens; contain no ozone-depleting substances; and are bio-based and fully biodegradable. Such products shall have lower toxicity, and reduced potential for skin, eye, and, respiratory irritation than comparable products used for the same purpose and shall contain no unnecessary dyes or fragrances. Concentrates are preferable compared to ready-to-use products and should be used wherever possible. Furthermore, dilution control equipment (use equipment or systems consistent with those specified or recommended by the manufacturer of the concentrate products) should be employed to ensure correct dilutions of concentrates and to protect workers from exposure to concentrated chemicals. Preference shall be given to cleaning products meeting the following Green Seal Standards: GS-37 for Commercial and Institutional Cleaners for those product categories covered by this Standard and GS-34 for Degreasers <http://www.greenseal.org/findaproduct/index.cfm#cleaners>. The Contractor shall give preference to floor finishes and floor maintenance products that are free of metals, such as zinc, arsenic, lead, cadmium, cobalt, chromium, mercury, nickel, or selenium.

For those categories not covered by the Green Seal Standards, the Contractor shall give preference to products that meet the California Code of Regulations (\*\*\* requirement for all \*\*\*-controlled space) maximum allowable VOC (volatile organic compounds) levels for the appropriate cleaning product category (California Air Resource Board and California Code of Regulations (CCR), Title 17 CCR Section 94509 - (Topic cited: Standards for low VOC cleaning products at [www.calregs.com](http://www.calregs.com)).

The Contractor shall furnish to the COR all Material Safety Data Sheets (MSDS) for any materials used in the performance of this contract no later than 7 calendar days prior to contract start date. All new products used during the life of the contract must have MSDS provided to the COR prior to bringing these products on site and being used. The Contractor shall use only commercially available products that meet Federal, State, and local codes. These requirements should include those identified in Executive Order 13423. Contractor shall maintain the MSDS in a location accessible to all employees and shall advise the COR of their location.

The Contractor shall take every precaution to ensure that environmental friendly products are used. Information can be obtained from Federal, State, and local agencies concerning safe chemical cleaning materials. An inventory list of environmentally preferable supplies, products, and equipment to be used under this contract shall be provided to the COR (seven) 7 days prior to the contract start date. This list shall be updated, with a copy provided to the COR, throughout the term of the contract. The COR shall contact the Contractor immediately if any item is deemed inappropriate for use under this contract.



## **D. PACKAGING & MARKING**

### **D.1. PAYMENT OF POSTAGE AND FEES**

All postage and fees related to submitting information including forms, reports, etc., to the CO or the COR shall be paid by the Contractor.

### **D.2. MARKING**

All information submitted to the CO or the COR shall clearly indicate the number of the contract for which the information is being submitted.



## **E. INSPECTION & ACCEPTANCE**

### **E.1. FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (JUNE 2010)**

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item....

### **E.2. ADDITIONAL REQUIREMENTS FOR INSPECTION OF SERVICES**

A. Government inspections and tests are for the sole benefit of the Government and do not-- Relieve the Contractor of responsibility for providing adequate quality control measures; Relieve the contractor of responsibility for damage or loss of the material before acceptance; Constitute or imply acceptance; or Affect the continuing rights of the Government after acceptance of the completed work under paragraph (d) below.

B. The presence or absence of a Government inspector does not relieve the contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the CO's written authorization.

C. The contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in the contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

D. Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the CO determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, or the Government's rights under any warranty or guarantee.

The Government may charge the Contractor any additional cost of inspection or test when work is not ready at the time specified by the contractor for inspection or test or when prior rejection makes re-inspection or retest necessary.

### **E.3. THE ROLE OF GOVERNMENT PERSONNEL AND RESPONSIBILITY FOR CONTRACT ADMINISTRATION**

A. Contracting Officer (CO): The CO has the overall responsibility for the administration of this contract. That official alone, without delegation, is authorized to take actions on behalf of the Government to:

- (1) amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules;
- (2) make final decisions on disputed deductions from contract payments for nonperformance or unsatisfactory performance;
- (3) terminate the contract for convenience or default;
- (4) issue final decisions regarding contract questions or matters under dispute.

However, that official may delegate certain other responsibilities to his/her authorized representatives.

B. Contracting Officer's Representative (COR): Property Manager, \*\*\*. The Contractor shall be notified by letter with the name and contact information for the Contracting Officer's Representative.

The responsibilities of the Contracting Officer's Representative include, but are not limited to:

- (1) Determining the adequacy of performance by the Contractor in accordance with the terms and conditions of this contract;
- (2) Acting as the Government's representative in charge of work at the site;
- (3) Ensuring compliance with contract requirements insofar as the work is concerned;
- (4) Advising the Contractor of proposed deductions for nonperformance or unsatisfactory performance;
- (5) Advising the CO of any factors that may cause delay in performance of the work.

C. Contract Inspectors: Contract Inspectors are subordinates of the Contracting Officer's Representative and are responsible for the day-to-day inspection and monitoring of the Contractor's work. The responsibilities of the contract Inspectors include, but are not limited to:

- (1) Inspecting the work to ensure compliance with the contract requirements;
- (2) Documenting through written inspection reports the results of all inspections conducted;
- (3) Following through to assure that all defects or omissions are corrected;
- (4) Recommending deductions from contract payment for nonperformance or unsatisfactory performance;
- (5) Conferring with representatives of the Contractor regarding any problems encountered in the performance of the work;
- (6) Generally assisting the Contracting Officer's Representative in carrying out that official's responsibilities.

## F. DELIVERIES OR PERFORMANCE

### F.1. PLACE OF PERFORMANCE

The services to be provided by this contract shall be accomplished at the location(s) listed in Section C.

### F.2. TERM OF CONTRACT

The period of performance for this BPA is anticipated to be from date of award to a period not to exceed five (5) years.

### F.3. OPTIONS

This is a five year BPA. Each year of the BPA a review will be conducted to determine if the schedule contract, upon which the BPA was established, is still in effect; the BPA still represents the best value; and estimated quantities/amounts have been exceeded and additional price reductions can be obtained. \*\*\* plans on awarding five (5) annual 1-year BPA Calls for the full maintenance basic services if it is still in the best interest after the referenced review has been done. The annual 1-year BPA call will be issued at the yearly anniversary date that the BPA was established.

### F.4. (RESERVED)

### F.5. (RESERVED)

### F.6. CONTRACT DELIVERABLES REFERENCE

This includes any and all Submittal Requirements and Recurring Reports.

DELIVERABLE	REFERENCE	DELIVERABLE DUE	POINT OF CONTACT
Contractor Staffing Declaration (B-1)	B.5	<u>21</u> calendar days prior to contract start date.	CO
Existing deficiency inspection/initial deficiency list	C.4	Report due not later than <u>30</u> calendar days after contract start.	COR or designee.
Startup/Transition Phase Schedule and Staffing Plan	C.5.1	Within 1 <sup>st</sup> week of startup/transition phase.	COR or designee.
Phase out transition (period of 30 days before contract end date).	C.6	On the last performance day of the contract, Contractor must turn over keys and identification badges	COR or designee.

<b>DELIVERABLE</b>	<b>REFERENCE</b>	<b>DELIVERABLE DUE</b>	<b>POINT OF CONTACT</b>
		or cards.	
Phase out transition – List of Employees and their start of service date	C.6	Provide <b>21</b> calendar days prior to contract end date.	COR
List of key personnel and emergency contact information, which may include subcontracts or contacts as applicable.	C.8.1	The Contractor must develop and submit <b>21</b> calendar days prior to start date of contract. And when changes occur.	CO and COR.
A Quality Control Plan (QCP) must be developed and submitted for approval prior to issuance of the Notice to Proceed.	C.8.7	Develop and submit for approval <b>30</b> calendar days prior to the start of the contract.	CO and COR.
Building operating plan.	C.9.1 (also C.5.1)	Develop and submit for approval, not later than the end of the startup phase (prior to contract start date).	COR or designee.
Equipment inventory update.	C.10	The Contractor must provide initial update and verification of the equipment inventory in the first <b>30</b> calendar days of contract start up, and then on an annual basis.	COR or designee.
Monthly progress reports.	C.11	On a monthly basis, not later than the <b>7<sup>th</sup></b> working day of the subsequent month.	COR or designee.
Inspection Records, Quality Control Inspections	C.11	On a monthly basis, not later than the <b>7<sup>th</sup></b> working day of the subsequent month	COR
Itemization of all additional services	C.11	On a monthly basis, not later than the <b>7<sup>th</sup></b>	COR

<b>DELIVERABLE</b>	<b>REFERENCE</b>	<b>DELIVERABLE DUE</b>	<b>POINT OF CONTACT</b>
and reimbursable work performed. Provide status if not completed.		working day of the subsequent month.	
Miscellaneous/support service hours used record	C.11	On a monthly basis, not later than the <b>7<sup>th</sup></b> working day of the subsequent month	COR
Repair Log	C.11.1	On a monthly basis, not later than the <b>7<sup>th</sup></b> working day of the subsequent month	COR
Equipment condition assessment.	C.13	On an ongoing basis during the performance of the contract as requested.	COR or designee.
Review of design documents.	C.16	Review as requested.	COR or designee.
Building management support services/escort services.	C.17	Assist as requested.	COR or designee.
Emergency service call and callback repair plan report.	C.23.2	Written accounting of any emergency callback the morning of the next working day.	COR or designee.
Routine service call - response extension request.	C.23.4	Contractor must immediately notify with a written extension request.	COR or designee.
Chiller/Boiler Operating logs	C.24.2	Provided upon request.	COR
Initial Water Systems Analysis Report and development of water treatment program.	C.33.3	Within <b>30</b> calendar days after contract start date.	COR or designee.

<b>DELIVERABLE</b>	<b>REFERENCE</b>	<b>DELIVERABLE DUE</b>	<b>POINT OF CONTACT</b>
Monthly water analysis/treatment testing or makeup water chemical tracking.	C.33.5 (also C.11)	On a monthly basis, not later than the <b>7<sup>th</sup></b> working day of the subsequent month. (with monthly progress report).	COR or designee.
Water Analysis Report	C.33.5	Monthly/within <b>7</b> calendar days of analysis.	COR or designee
Periodic oil analysis.	C.34.1	At least annually, with results submitted within the next monthly progress report.	COR or designee.
Lamps and ballasts containing mercury record.	C.35	Document monthly all purchases of mercury-containing lamps within the monthly progress report.	COR or designee.
Repairs using subcontractors.	C.37.1	Must provide justification for subcontract need in advance.	CO
Warranties not honored by manufacturer.	C.37.8	Contractor must immediately notify COR if an installer or manufacturer fails to comply with the terms of a warranty.	COR or designee.
Scheduling and recordkeeping of permits, personnel safety, control of hazardous substances, certifications, and records	C.38.2	Furnish copies as requested.	COR or designee.
Refrigerant control and certification log (All CFC/HCFC Records)	C.38.3	Refrigerant control logs must be updated and inspected as required.	COR

<b>DELIVERABLE</b>	<b>REFERENCE</b>	<b>DELIVERABLE DUE</b>	<b>POINT OF CONTACT</b>
AQMD operating permits.	C.38.4	Copies made available immediately upon request.	COR or designee.
Polychlorinated biphenyl (PCB) control transformer leaks.	C.38.6 (see note)	Immediate notification.	COR or designee.
Workplace safety plan.	C.38.9	A safety and health plan must be submitted for review and approval within <b>30</b> calendar days after award.	COR or designee.
Electrical safety – arc flash analysis.	C.38.10	Deficiencies must be reported within <b>30</b> calendar days after contract award.	COR or designee.
Hazardous materials: material safety data sheets – hazardous materials inventory.	C.38.16	MSDSs must be made available on request. The Contractor must prepare and submit hazardous materials inventory as an appendix to the building operating plan. This must be updated and resubmitted annually by September 30 of each year.	COR or designee.
Boiler/Pressure Vessel Operation – Flue Gas Analysis Report	C.38.17	Annually, at the beginning of each heating season. Report due 7 calendar days after completion of tests.	COR
Backflow prevention devices – annual inspection certificate.	C.38.18	Annually.	COR or designee.
Labeling and signage.	C.38.20	Labeling per OSHA standards	COR or designee.

<b>DELIVERABLE</b>	<b>REFERENCE</b>	<b>DELIVERABLE DUE</b>	<b>POINT OF CONTACT</b>
Fire Drill Schedule	C.39.1	Provide within first <b>30</b> calendar days of contract start date.	COR
Fire protection systems on line at all times unless approval is given during maintenance periods.	C.39.1	Advance notification and approval per occurrence.	COR or designee.
Fire alarm system: If the contractor encounters equipment that is in a condition that may endanger life or property.	C.39.2	The Contractor must immediately notify the COR of the condition requiring immediate action. Within 24 hours the Contractor must provide a written report to the COR of the hazardous condition and recommended corrective action.	COR or designee.
Fire alarm system: The contractor is responsible for meeting the inspection, maintenance, testing frequencies and testing methods outlined in NFPA 72.	C.39.2	Throughout the year. Documentation of the subject inspection, maintenance and testing results must be recorded on the applicable Inspection and Testing Form from NFPA 72.	COR or designee.
Fire alarm system: If the contractor must disturb materials he suspects may contain ACM.	C.39.2	The Contractor must immediately report the condition to the COR.	COR or designee.
Fire alarm system: If the Contractor must disturb materials he suspects may contain lead-based paint.	C.39.2	The Contractor must immediately report the condition to the COR.	COR or designee.
Fire Alarm System Central Station	C.39.3	If not operational, must maintain a fire watch and provide	COR



<b>DELIVERABLE</b>	<b>REFERENCE</b>	<b>DELIVERABLE DUE</b>	<b>POINT OF CONTACT</b>
Monitoring		notification.	
Water-based fire suppression systems: If the Contractor encounters equipment that is in a condition that may endanger life or property.	C.39.4	The Contractor must immediately notify the COR of the condition requiring immediate action. Within 24 hours that Contractor must provide a written report to the COR of the hazardous condition and recommended corrective action.	COR or designee.
Water-based fire suppression systems: The Contractor is responsible for meeting the inspection, maintenance, testing frequencies, and testing methods outlined in NFPA 25.	C.39.4	Throughout the year. Documentation of the subject inspection, maintenance, and testing results must be recorded on the applicable "suggested form," as found in the current edition of NFPA 25.	COR or designee.
Water-based fire suppression systems: If the contractor must disturb materials he suspects may contain ACM.	C.39.4	The Contractor must immediately report the condition to the COR.	COR or designee.
Water-based fire suppression systems: If the Contractor must disturb materials he suspects may contain lead-based paint.	C.39.4	The Contractor must immediately report the condition to the COR.	COR or designee.
Fire doors and other opening protectives: The Contractor is responsible for meeting the inspection, maintenance, testing frequencies, testing	C.39.5	Throughout the year. Documentation of the subject inspection, maintenance, and testing results must be recorded in accordance with the requirements of	COR or designee.

<b>DELIVERABLE</b>	<b>REFERENCE</b>	<b>DELIVERABLE DUE</b>	<b>POINT OF CONTACT</b>
methods, and documentation requirements outlined in NFPA 80.		NFPA 80.	
Fire and combination fire/smoke dampers: The Contractor is responsible for meeting the inspection, maintenance, testing frequencies, testing methods, and documentation requirements outlined in NFPA 80.	C.39.6	Throughout the year. Documentation of the subject inspection, maintenance, and testing results must be recorded in accordance with the requirements of NFPA 80.	COR or designee.
Smoke doors and other opening protectives: The Contractor is responsible for meeting the inspection, maintenance, testing frequencies, testing methods, and documentation requirements outlined in NFPA 105.	C. 39.7	Throughout the year. Documentation of the subject inspection, maintenance, and testing results must be recorded in accordance with the requirements of NFPA 105.	CO or COR.
Smoke dampers: The Contractor is responsible for meeting the inspection, maintenance, testing frequencies, testing methods, and documentation requirements outlined in NFPA 105.	C.39.8	Throughout the year. Documentation of the subject inspection, maintenance and testing results must be recorded in accordance with the requirements of NFPA 105.	COR or designee.
Portable fire extinguishers: The Contractor is responsible for	C.39.9	Throughout the year. Documentation of the subject inspection, maintenance, and	COR or designee.

<b>DELIVERABLE</b>	<b>REFERENCE</b>	<b>DELIVERABLE DUE</b>	<b>POINT OF CONTACT</b>
meeting the inspection, maintenance, testing frequencies, testing methods, and documentation requirements outlined in NFPA 10.		testing results must be recorded in accordance with the requirements of NFPA 10.	
Non-water-based extinguishing systems: The Contractor is responsible for meeting the inspection, maintenance, testing frequencies, testing methods, and documentation requirements outlined in the applicable NFPA standard.	C.39.10	Throughout the year. Documentation of the subject inspection, maintenance, and testing results must be recorded in accordance with the requirements of the applicable NFPA standard.	COR or designee.
Smoke control systems: The Contractor is responsible for meeting the inspection, maintenance, testing frequencies, testing methods, and documentation requirements outlined in NFPA 92A.	C. 39.11	Throughout the year. Documentation of the subject inspection, maintenance, and testing results must be recorded in accordance with the requirements of NFPA 92A.	COR or designee.
Smoke management systems: The Contractor is responsible for meeting the inspection, maintenance, testing frequencies, testing methods, and documentation requirements outlined	C.39.12	Throughout the year. Documentation of the subject inspection, maintenance, and testing results must be recorded in accordance with the requirements of NFPA 92B.	COR or designee.

<b>DELIVERABLE</b>	<b>REFERENCE</b>	<b>DELIVERABLE DUE</b>	<b>POINT OF CONTACT</b>
in NFPA 92B.			
Emergency and standby power systems: The Contractor is responsible for meeting the inspection, maintenance, testing frequencies, testing methods, and documentation requirements outlined in NFPA 110 and NFPA 111.	C.39.13	Throughout the year. Documentation of the subject inspection, maintenance, and testing results must be recorded in accordance with the requirements of NFPA 110 and NFPA 111.	COR or designee.
Emergency lighting and exit signage: The Contractor is responsible for meeting the inspection, maintenance, testing frequencies, testing methods, and documentation requirements outlined in NFPA 101.	C.39.14	Throughout the year. Documentation of the subject inspection, maintenance, and testing results must be recorded in accordance with the requirements of NFPA 101.	COR or designee.
Maintenance Program Schedule	C.32	Within 7 calendar days of contract start date. Annually at the request of the COR	COR
Major Equipment/systems not operational	C.43	Within 30 minutes of discovery, or daily by 8:00 A.M., with written report to follow.	COR
Green Cleaning Plan	C.48	Within <u>7</u> calendar days of start date.	COR
Floor Maintenance Schedule	C.49.1.1	Not later than <u>7</u> calendar days prior to start date	COR

<b>DELIVERABLE</b>	<b>REFERENCE</b>	<b>DELIVERABLE DUE</b>	<b>POINT OF CONTACT</b>
Interior Window Cleaning Schedule	C.49.11	Not later than <u>7</u> calendar days prior to start date. Conducted annually.	COR
Blind Cleaning Schedule	C.49.12	Not later than <u>7</u> calendar days prior to start date. Conducted annually.	COR
Exterior Window Cleaning Schedule	C.50.2	Not later than <u>7</u> calendar days prior to start date. Conducted annually.	COR
Snow and Ice Removal Plan	C.51	Within <u>7</u> calendar days prior to contract start date	COR
List of chemicals used for snow removal	C.51	Prior to the first inclement weather event.	COR
Annual Tree Survey and Evaluation (includes price list for any special treatment)	C.52.3	Completed annually each year in May and no later than April <u>30<sup>th</sup></u> each year the contract is in effect.	COR
Soil Samples and Analysis	C.52.3	Shall be provided when plant health problems occur.	COR
Initial Deficiency List for Irrigation System	C.52.14	<u>21</u> calendar days prior to contract start date.	COR
Custodial – Above Standard Services, Commercial Price List	C.53	Due not later than <u>14</u> calendar after contract award	CO and COR
Solid Waste Report	C.55.2	Quarterly, not later than <u>7</u> calendar days after the end of each quarter.	COR
Recycling Report	C.56.7	Quarterly, not later than <u>7</u> calendar days after the end of each quarter.	COR

<b>DELIVERABLE</b>	<b>REFERENCE</b>	<b>DELIVERABLE DUE</b>	<b>POINT OF CONTACT</b>
Recycling Report	C.56.7	Annually (covering October through September), not later than Nov 1, of each year.	COR
Initial Pest Assessment Report	C.57.6	Within <u>15</u> calendar days of the start of the contract.	COR
Pest Control Plan	C.57.7	Within <u>30</u> calendar days after the contract start date.	COR
Chemicals used for pest control	C.57.8	Approved in writing prior to use.	COR
Pest Control Log Book	C.57.10	As requested. Must be kept on government property.	COR
Cleaning Schedule	C.59	No later than <u>14</u> calendar days prior to the contract start date. Any revisions should also be submitted.	COR
Material Safety Data Sheets (MSDS)	C.61	No later than <u>7</u> calendar days prior to contract start date. MSDS for new products should be submitted prior to use.	COR
Inventory List of environmentally preferable supplies, products and equipment	C.61	Due <u>7</u> calendar days prior to the contract start date and updated as necessary.	COR
Fingerprint cards/security clearance forms for new and replacement employees submitted electronically in accordance with instructions from ***	H.1	As soon as possible after contract award. Initial submittals should be submitted within the first <u>30</u> calendar days of contract start. Always prior to entrance on	COR

<b>DELIVERABLE</b>	<b>REFERENCE</b>	<b>DELIVERABLE DUE</b>	<b>POINT OF CONTACT</b>
		duty.	
Building Equipment Inventory (CMMS)	H.6	Provide annually (w/in the first <u>30</u> calendar days of option) or as major equipment/systems change.	COR
Sensitive but Unclassified Information: Submit required lists and notices.	H.6	As requested	CO and COR
The collection and submission of ***, ***, Record of Arrival and Departure....	H.7	On a monthly basis, not later than the <u>7<sup>th</sup></u> working day of the subsequent month (w/Monthly Progress Reports).	COR or designee.
Interim Annual Recycled Content Product Certification	H.12.2	Provided not later than November 1 of each year, with data from the preceding 12-month period ending September 30.	COR or designee
Certification and Estimate of Percentage of Recovered Material Content for EPA-Designated Items	H.12.2	Required certification and estimate at contract completion.	COR or designee
Green Cleaning Training	H.12.3	Within <u>60</u> calendar days after start of the contract. Written certification must be submitted within 5 calendar days after completion of the training.	COR
List of telephone numbers for authorized contractor representatives	H.15.1	<u>7</u> calendar days prior to contract start date.	COR

<b>DELIVERABLE</b>	<b>REFERENCE</b>	<b>DELIVERABLE DUE</b>	<b>POINT OF CONTACT</b>
(includes on-site representatives)			
Project Manager and Onsite Supervisory Personnel Resumes	H.15.2	Shall be provided <u>7</u> calendar days prior to contract start. Any changes will be prior to assignment of the project manager to the site.	COR and CO
Documentation of certification of technicians who can modify the fire alarm control panel	H.15.3.1	Prior to contract start.	COR
Copies of certificates of training, licenses, and permits for fire alarm technicians	H.15.3.1	<u>7</u> calendar days prior to beginning work.	COR
Copies of certificates of training, licenses, and permits for sprinkler system technicians	H.15.3.2	<u>7</u> calendar days prior to beginning work.	COR
Copies of certificates of training, licenses, and permits for dry chemical and wet chemical technicians	H.15.3.3	<u>7</u> calendar days prior to beginning work.	COR
Copies of certificates of training, licenses, and permits for portable fire extinguisher technicians	H.15.3.4	<u>7</u> calendar days prior to beginning work.	COR
Copies of certificates of training, licenses, and permits for smoke control and smoke management technicians	H.15.3.5	<u>7</u> calendar days prior to beginning work.	COR



<b>DELIVERABLE</b>	<b>REFERENCE</b>	<b>DELIVERABLE DUE</b>	<b>POINT OF CONTACT</b>
Documentation of experience and certificates of training, for BAS technicians	H.15.3.6	Prior to contract start.	COR or designee
Resumes for all initial proposed personnel under this contract.	H.15.5	Must be submitted <b>14</b> calendar days prior to contract start date.	CO and COR
Submission of resumes for new employees.	H.15.5	<b>14</b> calendar days prior to employees start date.	CO and COR
State licensing – if required.	H.15.6	Within <b>90</b> calendar days of beginning employment.	COR
Notice of completion of IT Security Training	H.15.8	Within <b>30</b> calendar days after contract start date.	CO and COR
Price proposal for additional services work.	H.18.2	Within 48 hours of the request.	CO or COR.
Strike contingency plan (SCP) submission.	H.20	<b>5</b> calendar days prior to contract start date and updated annually.	COR
Pandemic Plan	H.22	Within <b>30</b> calendar days after start of the contract.	COR
Exposure Control Program (Required)	H.27	A copy of program shall be made available upon request	COR
Accident Reports	H.30	No later than <b>7</b> calendar days after occurrence	COR
Qualification of Employees (552.237-71 (May 1989)) paperwork.	I clauses	As requested.	CO or designee.

## **G. CONTRACT ADMINISTRATION DATA**

### **G.1. PAYMENT (GENERAL)**

The \*\*\* Finance Division (\*\*\*), \*\*\*, is responsible for payments under this contract. Payment for any service rendered will be due in accordance with the Prompt Payment clause in Section I. In the event the contract begins or ends prior to the last day of month, payments will be prorated based on the number of workdays in the respective month.

### **G.2. SUBMISSION OF INVOICES FOR RECURRING MONTHLY SERVICES**

Payment for recurring monthly services will be made on the basis of a monthly invoice, in arrears. Invoices must be submitted to \*\*\*'s Office of Finance, either through electronic invoicing or by mail. A courtesy copy shall be provided to the CO upon submission to the \*\*\* Office of Finance. The preferred means of submitting invoices is by electronic invoicing through the \*\*\* web site. For further information regarding electronic invoicing, please contact the \*\*\*. The mailing address for \*\*\* for invoices is:

XXX

### **G.3. SUSPENSION OF WORK**

#### **(a) Definitions—**

*Essential employees* may be essential for conducting regular operations, and may even be required to report to work during hazardous weather conditions, but they are not necessarily excepted when those regular operations cease under a funding lapse.

*Excepted employees* must be performing specific functions allowed by law and defined in \*\*\*. Some functions would include protecting Federal lands, buildings, waterways, equipment, and other U.S. property, and supporting, providing services to, or otherwise enabling others to perform excepted functions.

(b) In the event services are not provided or required by the Government because the building(s) is/are closed due to inclement weather (not including essential personnel), under construction, unanticipated holidays declared by the President (see note), failure of the Congress to appropriate funds (not including excepted personnel or services per \*\*\* Order \*\*\*), etc., reductions will be computed as follows:

- (1). The reduction rate in dollars per day will be equal to the per month contract price for the building(s), divided by the number of working days per month.
- (2). The reduction rate in dollars per day multiplied by the number of days services were not provided or required. In the event services are provided for portions of day(s), appropriate adjustments will be made by the CO to assure the Contractor is compensated for services provided.

Note: Deductions will not be assessed for service requirements on those days in which services are not required by the Government because the building(s) is/are closed due to an unanticipated Federal Holiday declared by the President, **IF** contractor employees are paid for such day(s) off in accordance with the applicable wage determination and/or collective bargaining agreement.

#### **G.4. EVALUATING CONTRACTOR PERFORMANCE**

The \*\*\*, will begin using the \*\*\* modules as the secure, confidential, information management tool to facilitate the performance evaluation process. \*\*\* enables a comprehensive evaluation by capturing comments from both \*\*\* and the contractor. \*\*\* is the overall system name; however, it is important to note the different modules within.

\*\*\* module: This module is used to create past performance evaluations on services procurements.

\*\*\* module: This is the \*\*\*. This is used to create past performance evaluations on A-E procurements.

\*\*\* module: This is the \*\*\*. This is used to create past performance evaluations on construction procurements

The term “\*\*\*\*” will be used to denote the overall evaluation system (the evaluation modules of \*\*\*, \*\*\*, and \*\*\*).

Each award requiring an evaluation is registered in \*\*\* by the Government. The contractor user will receive several automated emails. Within thirty days of award, the contractor user will receive an e-mail that contains user account information, as well as the applicable contractor numbers and evaluation module assigned. The contractor user will have one user account set up that will allow access to all three modules.

Contractor users are encouraged to visit \*\*\*\* to sign up for the free on-line contractor overview training when these sessions are offered. This is a two hour training session specifically targeted to contractor users who will provide past performance evaluations comments on \*\*\* evaluations.

One the evaluation is readied and released, the contractor user will receive a second email alerting them the evaluation is ready for their review and comment. The contractor user will have thirty (30) days to respond to the evaluation. \*\*\* shall provide for review at a level above the contracting officer (i.e., contracting director) to consider any disagreement between \*\*\* and the contractor user regarding \*\*\*’s evaluation of the contractor’s performance. Based on the review, the individual at a level above the contracting officer will issue the final conclusion on the performance evaluation.

NOTE: Unless the contractor user provides a different name to the contracting officer after award, the contracting officer will use the past performance point of contact (POC) listed on the contractors Central Contractor Registration (CCR) profile as the default past performance POC. This is the person that will receive the above \*\*\* email alerts. In accordance with \*\*\*, the contractor is responsible for the accuracy and completeness of the data within the CCR database.

Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used by Federal Agencies to support future award decisions.

## **G.5. DEDUCTIONS**

### **G.5.1. General**

It is the objective of the Government to obtain complete and satisfactory performance in accordance with the terms of the specifications and requirements in this contract. To this end, the Government is contracting for the complete performance of each task identified in the specifications. In the event that inadequate performance or nonperformance of a task occurs, the Government will make the determination to either

- A. Reduce the monthly payment as stipulated in the Criteria for Deductions (paragraph C.42.8) or
- B. Withhold payment until performance is acceptable or
- C. Have the work performed by other means.

Should the Government have the work performed by other means; a deduction will be taken in the amount of the actual cost to the Government for having the work performed by other means. A monetary reduction to the contract price for nonperformance of work under this contract, or for deficiencies in the performance of work, and administrative costs for time and material costs incurred by Government personnel to correct or respond to the unsatisfactory event, will be taken. Inadequate performance is just as undesirable as nonperformance, and the cost of correcting inadequate performance may equal or exceed the cost of initial performance. Therefore, the deduction criteria in this Section shall control in all cases, as distinguished from the Contractor's estimated cost to perform the work.

### **G.5.2. Withholding Monies for Non-Submission of Reports**

If the contractor fails to prepare and/or submit acceptable reports as called for in Section C, DESCRIPTION/SPECIFICATIONS AND SECTION F, within the required time frame, this may be construed to mean that the contract work has not been performed and the Government will withhold all payments until the required reports are satisfactorily completed and/or submitted to the COR.

### **G.5.3. Withholding Monies for Failure to Maintain and/or Provide Parts**

If the Contractor fails to provide the parts specified in this contract, **within 24 hours** of establishment of the need for such parts, the Government will withhold all payments until the required parts are provided and are satisfactory to the COR.

### **G.5.4. Application of Criteria for Deductions**

The dollar amount stated in the Criteria for Deductions (paragraph C.42.8) is the budgeted labor rate for the location(s) covered by this contract for the initial year and each option period (if exercised).

### **G.5.5. Temporary Reduction of Space**

When blocks of cleanable space totaling at least 4,000 square feet (372 square meters) are expected to remain unoccupied for at least 30 calendar days, but less than 180 calendar days, deductions will be made from the monthly payments due the Contractor. The COR will notify the **Contractor or his/her representative, in writing, of the effective date the areas are to be dropped and/or** returned to the normal cleaning schedule at least three (3) full working days in advance of these dates.

The period for deducting for unoccupied space will begin on the effective date as stipulated in writing by the COR, and will continue until the effective date in which the cleaning is resumed.

The 4,000 square feet (372 square meters) may be made up of small blocks of space. Subsequent blocks of space less than 4,000 square feet (372 square meters) may be added after the initial 4,000 square feet (372 square meters) threshold is met. Blocks of unoccupied space in each facility covered by this contract may be combined when determining square footages for reduction. The amount of the deduction will be computed as follows:

A. The total number of square feet unoccupied shall be divided by 4,000 (372 if using square meters) to reflect the approximate number of hours the cleaning effort will be reduced. 4,000 (372 if using square meters) represents the approximate number of square feet an employee can accomplish in a period of one hour.

B The total number of hours as determined under Paragraph (1) multiplied by the current minimum hourly wage rate for janitors, inclusive of hourly health and welfare benefits, as established by the U. S. Department of Labor, Wage and Hour Division and/or Collective Bargaining Agreement, will determine the deduction rate per day.

**NOTE: In the event a wage determination has not been issued by the U.S. Department of Labor, the Federal Minimum Wage established by Section 6(a)(1) of the Fair Labor Standards Act (29 USC Section 201-219) shall apply.**

C The deduction rate per day as established under Paragraph (b) shall be multiplied by the number of work days the space was not occupied. THIS WILL DETERMINE THE TOTAL DOLLAR DEDUCTION TO BE TAKEN.

#### **G.5.6. Long Term Reduction of Space**

When blocks of cleanable space of any size are expected to remain unoccupied for at least 180 calendar days, the CO will negotiate a modification to the contract that reflects a reduced price. The modification will consider all applicable costs (i.e., labor, materials, supplies, equipment, general and administrative costs, supervision, subcontracts, profit, etc.).

#### **G.5.7. Restoration of Space**

The COR will notify the Contractor or his/her representative, in writing, of the effective date the areas are to be returned to the normal cleaning schedule at least three (3) full working days in advance of these dates. When space is restored to the contract by either temporary or long term space reductions methods listed above, it will be restored using the methodology with which it was removed.

#### **G.5.8. Criteria for Deductions**

**CRITERIA FOR MECHANICAL DEDUCTIONS**

CAUSE OF DEDUCTION	CALCULATION OF DEDUCTION
1. Failure of the Contractor to have adequate qualified personnel on-site as specified in paragraph L.3.B.	1. <b><u>\$41.40</u></b> per man hour will be deducted for each hour, or portion thereof, that the Contractor fails to have adequate qualified personnel on-site. The man hour calculation shall be based on total number of personnel proposed minus the total number of personnel provided, this sum multiplied by the number of hours that full staffing was not provided.
2. Failure to provide prescribed environmental conditions in the building(s), or portion thereof, at all times.	2. The Contractor will be held liable for all costs, including administrative costs, incurred by the Government as a result of his/her failure to provide prescribed environmental conditions at all times.
3. Failure to perform, or satisfactorily perform, PM, tours, or watches required by the contract during the time period in which performance was scheduled.	3. The man-hours required to perform the omitted or unsatisfactory work will be determined by the COR, based on the standards in ***'s Buildings Maintenance Management Desk Guide. The total man hours required will be multiplied by <b><u>\$41.40</u></b> to determine the total dollar amount deductible for the scheduled work, plus administrative cost.
4. Failure to complete repairs of building equipment which the cost of supplies, materials, and parts is <b><u>\$2,500</u></b> or less, within the 72 hour time limit or within <u>10</u> days for architectural/structural repairs, or approved extension thereof (paragraph C.23.4).	4. Beginning with the first hour following the expiration of the 72 hour time limit or within 10 days respectively, or an approved extension thereof, <b><u>\$41.40</u></b> will be deducted for every hour or portion thereof for every day that the repair remains incomplete, in addition to any costs incurred by the Government to complete the repair.
5. Failure to respond to and complete service calls within the prescribed time limits; or extension thereof.	5. Deductions will be made as follows for failure to complete service calls:  a. For those requiring immediate action, the Contractor will be held liable for all costs, including administrative costs, incurred by the Government, to complete the service call.  b. For all other service calls, beginning with the first hour following expiration of the appropriate time limit for completion (urgent: remain on job until work has been completed, routine: complete work within 72 hours of notification), <b><u>\$41.40</u></b> per hour will be deducted for every hour, or portion thereof, that the service call remains incomplete (based on the number of hours per day that

	the Contractor is required to be on-site, 250 day-per-year basis), including administrative costs.
6. Failure to respond within one (1) hour to a request for Emergency Call-Back Service, and/or failure to provide the required service.	6. The Contractor will be held liable for all costs incurred by the Government as a result of the Contractor's failure to respond within one (1) hour and/or provide the required service, including but not limited to: <ul style="list-style-type: none"> <li>a. All costs to repair damage to the building, equipment, or systems, and;</li> <li>b. All costs associated with responding to the emergency, and;</li> <li>c. All administrative costs.</li> </ul>
7. Failure to respond to a request for Overtime Services, and/or failure to provide the required services.	7. The Contractor will be held liable for all costs, including administrative costs, incurred by the Government as a result of the Contractor's failure to respond to, and/or provide, requested overtime services.
8. Failure to: <ul style="list-style-type: none"> <li>a. Properly operate and/or maintain equipment and/or systems or,</li> <li>b. Make repairs, which results in damage to the building(s), equipment, or systems.</li> </ul>	8. The Contractor will be held liable for all costs, including administrative costs, incurred by the Government to repair damage to the building, equipment, or systems which results from the Contractor's failure to perform any or all of the items listed as (a) or (b) adjoining.
9. Failure to perform the miscellaneous hours specified in paragraph C.41., when requested	9. <del>\$41.40</del> will be deducted for each hour or portion thereof that the miscellaneous services are not provided when requested by the COR or his/her designated representative.
10. Failure to make inspections as outlined by the approved Quality Control Plan that accurately reflects the true conditions of the equipment.	10. The Contractor shall be liable for all costs associated with the Government re-inspection of deficiencies found by the Government. This applies to items that were to be inspected by the Contractor's Quality Control Plan.
11. Failure by Corporate personnel to make scheduled quality control inspections.	11. The Contractor shall be liable for all costs associated with the Government's Regional personnel to travel to the site to make inspections if the Contractor's corporate personnel fail to make the inspections. The time required to perform the inspection will be based on the actual man-hours consumed by the Government.

12. Failure of the Contractor to complete required training, submit required documentation, reports, plans, schedules, etc., within the specified time frame.	12. All moneys due the Contractor will be withheld until required training, documentation, reports, plans, schedules, etc., are submitted to and approved by the COR.
13. Failure to provide adequate personnel to perform fire watch duties when required.	13. The total man-hours required will be multiplied by <b><u>\$41.40</u></b> to determine the total dollar amount deductible for the services not provided, plus administrative costs.

<b>CONTRACT PERIOD</b>	<b>* MECHANICAL LABOR RATE</b>
INITIAL:	<u>\$41.40</u> PER PRODUCTIVE HOUR
OPTION I:	<u>\$42.64</u> PER PRODUCTIVE HOUR
OPTION II:	<u>\$43.92</u> PER PRODUCTIVE HOUR
OPTION III:	<u>\$45.24</u> PER PRODUCTIVE HOUR
OPTION IV	<u>\$46.60</u> PER PRODUCTIVE HOUR

### **CRITERIA FOR CUSTODIAL DEDUCTIONS**

#### **CUSTODIAL DEDUCTION TABLE**

Cost per 1,000 Square Feet

\*\*\* Service Center

<b>CLEANING TASKS</b>	<b>1ST YR</b>	<b>2ND YR</b>	<b>3RD YR</b>	<b>4TH YR</b>	<b>5TH YR</b>
<b>ROOM CLEANING</b>					
*General Office - Bare Floor or Carpet	\$6.96	\$7.23	\$7.52	\$7.82	\$8.14
Complete Cleaning	\$19.98	\$20.78	\$21.61	\$22.48	\$23.38
Active File Areas	\$1.79	\$1.86	\$1.93	\$2.01	\$2.09
Storage – Active	\$1.96	\$2.04	\$2.12	\$2.20	\$2.29
<b>FLOOR MAINTENANCE</b>					
Spray Buff Corridors/Lobbies	\$7.84	\$8.15	\$8.48	\$8.82	\$9.17
Spray Buff Rooms	\$18.15	\$18.87	\$19.63	\$20.41	\$21.23
Strip and Refinish Corridors/Lobbies	\$115.25	\$119.86	\$124.65	\$129.64	\$134.83
Strip and Refinish Rooms	\$130.61	\$135.83	\$141.26	\$146.91	\$152.79
<b>LOBBY/CORRIDOR</b>					
Cleaning	\$5.09	\$5.30	\$5.51	\$5.73	\$5.96
<b>OUTSIDE WORK</b>					
Lawn Maintenance	\$1.96	\$2.04	\$2.12	\$2.20	\$2.29
Manual Sweeping	\$3.92	\$4.08	\$4.24	\$4.41	\$4.58
Machine Sweeping	\$1.96	\$2.04	\$2.12	\$2.20	\$2.29
Policing Grounds	\$0.66	\$0.69	\$0.72	\$0.74	\$0.77
<b>TOILET ROOMS - PER FIXTURE</b>					



Cleaning	\$2.06	\$2.14	\$2.23	\$2.31	\$2.41
Servicing	\$0.29	\$0.31	\$0.32	\$0.33	\$0.34
<b>ELEVATORS - PER ELEVATOR</b>					
Cleaning	\$7.84	\$8.15	\$8.48	\$8.82	\$9.17
<b>STAIRWAYS - PER FLIGHT</b>					
Sweep and Dust	\$3.26	\$3.39	\$3.52	\$3.66	\$3.81
Mop	\$8.91	\$9.27	\$9.64	\$10.03	\$10.43
<b>CUSTODIAL QC INSPECTIONS - PER INSPECTION</b>					
*** OLD CTHS (AR0031ZZ)	\$28.96	\$30.12	\$31.32	\$32.57	\$33.88
*** FB/USPO/CTHS (AR0079ZZ)	\$18.77	\$19.52	\$20.30	\$21.11	\$21.96
<b>RATE PER HOUR FOR OTHER WORK</b>	\$24.49	\$25.47	\$26.49	\$27.55	\$28.65

ALL OTHER WORK OMITTED OR UNSATISFACTORILY PERFORMED, INCLUDING DAILY MANDATORY MAN-HOURS, WILL BE DEDUCTED AT THE ABOVE RATE PER HOUR FOR THE APPLICABLE YEAR.

\*General Office includes all office areas, class rooms, file rooms, libraries, conference rooms and ADP areas.

## **H. SPECIAL CONTRACT REQUIREMENTS**

### **H.1. SECURITY REQUIREMENTS AND PERSONAL IDENTITY VERIFICATION PROCEDURES (NON-CLASSIFIED CONTRACT)**

The Contractor shall comply with directions provided by the CO regarding all security requirements. All contract employees shall receive a favorable suitability determination (security clearance) and/or meet all security requirements, prior to reporting to work or performing work under this contract. Employees that cannot obtain a favorable security determination, security clearance, or meet security requirements, will not be allowed to work in the government facility.

If the contract employee receives an unfavorable or unsuitable report or if the COR finds a prospective employee to be unsuitable or unfit for their assigned duties, the Contractor shall be advised immediately that such employee will not be allowed to work or be assigned to work under the contract.

The Government has full and complete control over granting, denying, withholding or terminating clearances for employees. The granting of a clearance shall not prevent, preclude, or bar the withdrawal or termination of any such clearance by the Government.

### **H.2. IDENTIFICATION CREDENTIAL**

Upon receipt of favorable suitability determination as indicated in this document, each employee of the Contractor will be issued an identification credential. A contract employee, including subcontractor employees, must have in his or her possession, at all times while working, the specific Government identification credential issued to him or her by the Government. The identification credential must be displayed and be visible at all times while on Government property. The COR, \*\*\* personnel designated by the COR, Government law enforcement, or security personnel shall periodically verify passes of Contractor employees with their personnel identification. Contractor employees must comply with security verification procedures at all times.

The Contractor must ensure that every contract employee has a Government issued identification credential before the employee enters on duty. As required by the Government, the Contractor must make his employees available for photo identification badges, on a schedule to be worked out with the COR. The Government will make the identification credentials after a favorable security determination has been received for the Contractor's employees. Each identification credential must have an expiration date and Contractor employees must sign each badge at the time of photographing.

Contractor employees requiring access to \*\*\* computer systems (e.g., \*\*\*, \*\*\*, \*\*\* email accounts) shall be required to have a \*\*\* to log into the systems. These employees will be required to log into the \*\*\* email account at least once every 30 days to maintain access. Failure to maintain access will result in withholding all payments until access is restored.

Specific federally-controlled facilities or those areas located within a given facility may have additional security clearance requirements in addition to those cited above. These will be specified by the Government through the CO or designated representative.

The Contractor shall comply with all \*\*\* security requirements herein and also those of tenant agencies in the building where work is being performed which must be accessed in the performance of work. The Contractor shall be responsible for coordinating with tenant agencies

and providing all information required of the contractor's employees for performance of work in, or around, the agency's space. All tenant security requirements must be met, or employees cleared by the agency, prior to the Contractor performing work in, or around, the agency's space. Employees that do not meet security requirements or clearance requirements will not be allowed to work in, or around, the tenant agency space. Certain agencies will require that contract employees be escorted and/or that work only be performed during normal duty hours of the tenant agency.

When a controlled personnel identification system is used by a tenant agency at a site where work is performed, the tenant agency will provide the identification. Each employee of the Contractor must have in their possession while on the premises the identification issued by the tenant agency. The identification shall be displayed at all times or as required by the agency.

The Contractor shall be responsible for ensuring that all identification credentials are returned to the issuing agency whenever contract employees leave the contract (when the contract has been completed, employees leave the company, or employees are dismissed or terminated). The Contractor must notify the COR Officer's Representative whenever employee badges are lost.

The Contractor will be responsible for paying the Government for replacement credentials at the current cost per badge.

All contract employees are required to be cleared every 5 years and favorable contract employee background investigations are good for 5 years. If anytime during a 5 year period, a cleared contract employee is to work on a different contract that they were previously cleared to work on, then the original clearance notices must be submitted to DHS/FPS to update contract and clearance information. During the 5 year period, unless specifically requested to do so by DHS/FPS, no further forms or information will be required from the contractor. However, if threat levels or security conditions change during the cleared period, access and clearance requirements may change with limited advanced notice which may require previously cleared contractor employees to have clearances updated, renewed, or reprocessed.

### **H.3. ESCORT REQUIREMENTS**

It may be necessary to escort temporary contract employees who do not have favorable preliminary or final suitability determinations and must work in federally controlled space. In those cases, all uncleared contract employees must be escorted in nonpublic space by a Government employee or another responsible cleared contract employee who is approved by the CO or designee. Other Government agencies may have specific agency security requirements for their own space that may only allow escort by Government employees or those designated by their agency. Government employees or approved cleared contract employees who provide escorts for uncleared contract employees must always be in close proximity and within eyesight of the uncleared contract employee. The contract escort must watch uncleared employees and remain with uncleared contract employees for the entire time they are in the building and or federally controlled space. Uncleared employees cannot be left alone or out of eyesight at anytime they are in nonpublic space. A cleared and approved escort may not allow several uncleared contract employees to be in federally controlled space, that is not within close proximity and within eyesight at all times. A cleared and approved escort may not allow multiple uncleared employees in non public space on different parts of one floor or different floors at the same time. Any security violation of escort requirements by a cleared and approved contract employee will result in the immediate removal from the contract of all contract employees involved, i.e., escorts and uncleared escorted contract employees. Also, violations of escort requirements by contract employees in accordance with security requirements may be grounds for termination of the contract.

It will be the responsibility of the contractor to provide a cleared and approved escort to all their subcontractors for the full duration of a project, reimbursable or otherwise, at no cost to the government.

#### **H.4. STANDARDS OF CONDUCT**

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking disciplinary action with respect to his employees as necessary. The Contractor is responsible for ensuring that his employees do not disturb papers on desks, open desk drawers or cabinets, or use Government telephones, except as authorized. Each employee is expected to adhere to standards of behavior that reflect favorably on his or her employer and the Federal Government. No smoking is allowed in the building.

#### **H.5. REMOVAL FROM CONTRACT WORK**

Under the following conditions, the CO or representative may request the Contractor to immediately remove any employee from the work site:

- When the Government determines the employee to be incompetent, careless, insubordinate, unsuitable, or otherwise objectionable.
- When the Government deems the employee's continued employment to be contrary to the public interest, inconsistent with the best interests of security, or when the employee is identified as a potential threat to the health, safety, security, general well being, or operational mission of the facility and its population.

The CO may also request the Contractor to immediately remove any employee from the work site if it is determined that individuals are being assigned to duty who have been disqualified for either suitability or security reasons or who are found to be unfit for performing duties during their tour of duty.

Contractor employees who are removed from contract work must be required to leave the work site immediately.

The Contractor must comply with any removal request. For clarification, a determination to remove an employee will be made for, but is not limited to, incidents involving the most immediately identifiable types of misconduct or delinquency as set forth below:

- A. Failure to receive a suitability determination, temporary clearance, or clearance from \*\*\* or a tenant agency.
- B. Violation of Federal, State, or local law.
- C. Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101-20.3. This includes the carrying or possession of explosives or items intended to be used to fabricate an explosive or incendiary device.
- D. Neglect of duty, including sleeping while on duty, unreasonable delays, or failure to carry out assigned tasks, conducting personal affairs during official time or refusing to render assistance, or to cooperate in upholding the integrity of the security program at the work site.
- E. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.

- F. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, fighting, or participation in disruptive activities that interfere with the normal efficient operations of the Government.
- G. Theft, vandalism, immoral conduct, or any other criminal actions.
- H. Selling, consuming, or being under the influence of intoxicants, drugs, or substances that produce similar effects while in or on federally controlled property.
- I. Improper use of Government identification.
- J. Unauthorized use of communication equipment on Government property.
- K. Violation of security procedures or regulations.
- L. Violation of Title 18, U.S.C., Section 930, which prohibits the knowing possession or the causing to be present of firearms or other dangerous weapons in Federal facilities and Court facilities.

The CO will make all determinations regarding the removal of any employee from work site, except under certain conditions. When a CO is not available, either during the day or after hours, or in situations where a delay would not be in the best interest of the Government or is identified as a potential threat to the health, safety, security, general well being, or operational mission of the facility and its population, the COR will have the authority to immediately remove the contract employee from the work site.

Law enforcement officers of the Department of Homeland Security/Federal Protective Service (DHS/FPS) will have the authority to immediately remove any contract employee from the work site who is found to be in violation of any of the items mentioned above and where a delay in removal would not be in the best interest of the Government or security or is identified as a potential threat to the health, safety, security, general well being, or operational mission of the facility and its population. The CO will be notified as soon after the incident as practical or at the beginning of the next business day if an action happened after hours. The CO will make all official notifications to the Contractor. In the event of a dispute, the CO will make a final determination. Specific reasons for removal of an employee will be provided to the Contractor in writing by the CO.

The Contractor is responsible for providing replacement employees in cases where contract employees are removed from working at the work site or on the contract.

#### **H.6. SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION**

To receive a copy of the building equipment inventory, Offerors shall send an email to \*\*\* requesting a copy of the equipment inventory, which will be provided on a CD. The requester must provide the name, physical address and telephone number of a point of contact (POC). The CD will be sent by Fed Ex to the POC within two business days from the date of the request. This inventory represents the most accurate and current record of equipment and systems available to the Government and is furnished for informational purposes only.

It is the responsibility of the Contractor to maintain an accurate building equipment inventory. Annually, or as major equipment and/or system changes occur, the Contractor shall provide the COR with an updated building equipment inventory. \*\*\*, Equipment Inventory List, will be provided for the Contractor's use. The Contractor shall identify, list, and classify building equipment as prescribed in \*\*\*. **The Contractor shall submit the completed inventory to the COR for approval. Once approved this information will be input into \*\*\*'s \*\*\***

#### **Safeguarding and Dissemination of Sensitive But Unclassified (SBU) Building Information**

This clause applies to all recipients of SBU building information, including offerors, bidders, awardees, contractors, subcontractors, lessors, suppliers, and manufacturers

- (a) *Marking SBU.* Contractor-generated documents that contain building information must be reviewed by \*\*\* to identify any SBU content, before the original or any copies are disseminated to any other parties. If SBU content is identified, the CO may direct the contractor, as specified elsewhere in this contract, to imprint or affix SBU document markings to the original documents and all copies, before any dissemination.
- (b) *Authorized recipients.* Building information considered SBU must be protected with access strictly controlled and limited to those individuals having a need to know such information. Those with a need to know may include Federal, State, and local government entities, and nongovernment entities engaged in the conduct of business on behalf of or with \*\*\*. Nongovernment entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, and others submitting an offer or price to \*\*\* or performing work under a \*\*\* contract or subcontract. Contractors must provide SBU building information when needed for the performance of official Federal, State, and local government functions, such as for code compliance reviews and for the issuance of building permits. Public safety entities such as fire and utility departments may require access to SBU building information on a need to know basis. This clause must not prevent or encumber the dissemination of SBU building information to public safety entities.

(c) *Dissemination of SBU building information:*

- (1) *By electronic transmission.* Electronic transmission of SBU information outside of the \*\*\* firewall and network must use session (or alternatively file encryption). Sessions (or files) must be encrypted with an approved NIST algorithm, such as Advanced Encryption Standard (AES) or Triple Data Encryption Standard (3DES), in accordance with Federal Information Processing Standards Publication (FIPS PUB) 140-2, Security Requirements for Cryptographic Modules. Encryption tools that meet FIPS 140-2 are referenced on the NIST web page found at the following URL: \*\*\*

All encryption products used to satisfy the FIPS 140-2 requirement should have a validation certificate that can be verified at the following URL: \*\*\*

(Not all vendors of security products that claim conformance with FIPS 140-2 have validation certificates.)

Contractors must provide SBU building information only to authorized representatives of State, Federal, and local government entities and firms currently registered as “active” in the Central Contractor Registration (CCR) database at [www.ccr.gov](http://www.ccr.gov) that have a need to know such information. If a subcontractor is not registered in the CCR and has a need to possess SBU building information, the subcontractor shall provide to the contractor its DUNS number or its tax ID number and a copy of its business license.

- (2) *By non-electronic form or on portable electronic data storage devices.* Portable electronic data storage devices include but are not limited to CDs,

DVDs, and USB drives. Non-electronic forms of SBU building information include paper documents.

- (i) By mail. Utilize only methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt.
- (ii) In person. Contractors must provide SBU building information only to authorized representatives of State, Federal, and local government entities and firms currently registered as “active” in the CCR database that have a need to know such information.
- (iii) Record keeping. Contractors must maintain a list of the State, Federal, and local government entities and the firms to which SBU is disseminated under sections (c) (1) and (c) (2) of this clause. This list must include at a minimum (1) the name of the State, Federal, or local government entity or firm to which SBU has been disseminated; (2) the name of the individual at the entity or firm who is responsible for protecting the SBU building information, with access strictly controlled and limited to those individuals having a need to know such information; (3) contact information for the named individual; and (4) a description of the SBU building information provided. Once work is completed, or for leased space with the submission of the “as built” drawings, the contractor must collect all lists maintained in accordance with this clause, including those maintained by any subcontractors and/or suppliers, and submit them to the CO. For federal buildings, final payment may be withheld until the lists are received.
- (iv) Retaining SBU documents. SBU building information (both electronic and paper formats) must be protected, with access strictly controlled and limited to those individuals having a need to know such information.
- (v) Destroying SBU building information. SBU building information must be destroyed such that the marked information is rendered unreadable and incapable of being restored, *or returned to the CO*, when no longer needed, in accordance with guidelines provided for media sanitization within Appendix A of NIST Special Publication 800-88, Guidelines for Media Sanitization, available at [http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-8\\_rev1.pdf](http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-8_rev1.pdf). *If SBU building information is not returned to the CO*, examples of acceptable destruction methods for SBU building information are burning or shredding hardcopy; physically destroying portable electronic storage devices such as CDs, DVDs, and USB drives; deleting and removing files from electronic recycling bins; and removing material from computer hard drives using a permanent-erase utility such as bit wiping software or disk crushers.
- (vi) Notice of disposal. The contractor must notify the CO that all SBU building information has been destroyed, *or returned to the CO*, by

the contractor and its subcontractors or suppliers in accordance with section (e) of this clause, with the exception of the contractor's record copy. This notice must be submitted to the CO at the completion of the contract in order to receive final payment. For leases, this notice must be submitted to the CO at the completion of the lease term.

- (vii) Incidents. **All improper disclosures of SBU building information must be immediately reported to the CO at \*\*\*.** If the contract provides for progress payments, the CO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of SBU building information. Progress payments may also be withheld for failure to comply with any provision in this clause until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the clause in the future.

- (viii) Subcontracts. The Contractor must insert the substance of this clause in all subcontracts.

SBU building information may be contained in any document (including drawings, specifications, virtual modeling, reports, studies, analyses) with information pertaining to:

Location and details of secure functions or space in a building:

- Judges' parking, chambers, and libraries
- Prisoner or judges; secure circulation paths or rounds (both vertical and horizontal)
- Secure elevator locations
- Detention or holding cells
- Sally ports
- Security areas
- Major computer processing areas or other client-sensitive processing and communications areas (such as major photo or computer facilities)

Location and details of secure functions or secure space:

- Heating, ventilation, air conditioning (HVAC)
- Information technology (IT) systems
- Air intake vents
- Water sources
- Gas lines
- Plumbing lines
- Building automation systems
- Power distribution systems
- Telephone and cable distribution systems
- Emergency generation equipment
- Uninterrupted power sources (UPS)
- Security and fire alarm systems
- Routes and annunciation panels



Location and type of structural framing for the building, including any information regarding structural analysis:

- Progressive collapse
- Seismic
- Building security
- Blast mitigation
- Counterterrorism methods taken to protect the occupants and the building

Risk assessments and information regarding security systems or strategies of any kind:

- Camera locations
- Nonpublic security guard posts (i.e., number, locations, operations)

## **H.7. RECORDING PRESENCE**

Each contract employee must sign in when reporting for duty and sign out when leaving at the end of the workday and follow card access requirements as directed by the COR. The Contractor shall accumulate \*\*\* (Record of Time of Arrival and Departure from Building) each calendar week, certify in writing on each form that the information shown is true and correct and, on a monthly basis not later than the 7<sup>th</sup> working day of the subsequent month, turn them over to the COR or designee.

## **H.8. GOVERNMENT FORMS**

The various Government forms mentioned in this document such as personal history forms, sign-out forms, inspection forms, etc., may be obtained from the COR.

## **H.9. OTHER CONTRACTORS**

The Government may undertake or award other contracts for additional work, and the Contractor must fully cooperate with such other Contractors or Government employees. The Contractor must carefully schedule his own work, in conjunction with the additional work, as may be directed by the COR. In addition, the Contractor must not commit or permit any act that will interfere with the performance of work by another Contractor or by Government employees.

## **H.10. ORDINANCES, TAXES, PERMITS, AND LICENSES**

Without additional expense to the Government, the Contractor must fully comply with all local, city, State, and Federal laws, regulations, and ordinances. The Contractor will also be liable for all applicable Federal, State, and local taxes and must obtain and pay for all permits and licenses governing performance under the contract.

## **H.11. DISCREPANCY IN THE SPECIFICATIONS**

In any case of discrepancy in the specifications, the matter must be immediately submitted to the CO. The decision of the CO as to the proper interpretation of the specifications shall be final in accordance with the Disputes clause of this contract.

## **H.12. AFFIRMATIVE PROCUREMENT PROGRAM (APP)**

As a Federal procuring agency, \*\*\* is required by the Resource Conservation and Recovery Act (RCRA), Section 6002 and Letter 92-4 and Executive Order (EO) 13423, Strengthening Federal Environmental, Energy, and Transportation Management, to procure and use products containing post consumer content (recycled material) environmentally preferable and bio based products. RCRA Section 6002 and Letter 92-4 require Federal agencies to develop and implement an Affirmative Procurement Program to facilitate the procurement of these products.

### **H.12.1. Affirmative Procurement Products**

In addition to the regulatory requirements specified in section C of the specification, the Contractor must consider the following practices and sources:

- Cleaning chemicals or materials which must be selected with consideration for minimizing the impact on both human health and safety and reducing other potential environmental impacts.
- Cleaning tools, equipment, and supplies which must also be selected with regard to health and environmental considerations.
- Cleaning processes, work practices, and procedures that minimize worker and building occupant exposures and contribute to the promotion of environmental stewardship.
- Products designated as environmentally oriented in the \*\*\* \*\*Environmental Products and Services Guide. This guide is available on the \*\*\* Environmental Home page at \*\*\*
- Cleaning products that meet the Green Seal GS-37 standard where applicable, or if GS-37 is not applicable (e.g., for products such as carpet cleaners, floor finishes, or strippers), products that comply with the California Code of Regulations maximum allowable Volatile Organic Compounds (VOCs) levels.
- Disposable janitorial paper products and trash bags that meet the minimum requirements of U.S. EPA's Comprehensive Procurement Guidelines.
- Low Environmental Impact Pest Management practices and Low Environmental Impact Cleaning Equipment practices.
- Compliance with appropriate clauses and subparts of FAR 7, 11, 12, 13, and 23.
- Additional information on environmentally preferable products may be found through sources such as the U.S. EPA's Environmentally Preferable Purchasing Program's website: <http://www.yosemite1.epa.gov/oppt/eppstand2.nsf> or information published by the Office of the Federal Environmental Executive at <http://ofee.gov/>.

The Contractor must provide quarterly reports that document the purchase and use of the products listed above.

### **H.12.2. Recycled Content Product Certification**

In accordance with FAR 52.223-9, Certification and Estimate of Percentage of Recovered Material Content for EPA-Designated Items, the Contractor must provide the required certification and estimate at contract completion. In addition, interim annual reports estimating the percentage of total recovered material used in contract performance, including, if applicable, the percentage of post consumer material content, must be provided by the Contractor **not later than November 1 of each year**, with data for the preceding 12-month period ending September 30.

### **H.12.3. Green Cleaning Training**

The Contractor shall provide training to their employees that stress proper stewardship in cleaning practices within 60 days after the contract start date. The Contractor shall submit written certification to the COR within five (5) days upon the completion of the training. Information on stewardship, training, and other issues can be found in ASTM E1971-98: Standard Guide for Stewardship for the Cleaning of Commercial and Institutional Buildings ([www.astm.org](http://www.astm.org)). The

focus of this training is to address appropriate cleaning activities and processes, to maximize eco-efficiency and to minimize adverse impacts on the building occupants, cleaning personnel, the building structure itself, and the environment. Adherence to the principles set forth in this guide can lead to greater tenant and occupant satisfaction, reduced operational costs, and greater productivity (of occupants and cleaning personnel).

### **H.13. RESERVED**

### **H.14. UNIFORMS**

All employees shall wear distinctive uniform clothing for ready identification. Uniforms shall be neat, clean, and in good repair, and have a badge or monogram with Contractor's name on it.

### **H.15. PERSONNEL QUALIFICATIONS**

#### **H.15.1. Onsite Supervisors**

The Contractor must designate a minimum of one individual during each shift (when multiple shifts are required) who shall have operational authority on the job site (while work is being performed). These individuals may be classed as a working supervisor if so desired by the Contractor and may perform the functions of mechanic and supervisor or custodian and supervisor concurrently. The Contractor shall furnish the COR with a list of telephone numbers where an authorized representative may be contacted seven (7) days per week at any hour of the day or night to provide required services. This list shall be submitted 7 days prior to contract start.

#### **H.15.2. Qualifications of Project Manager and Onsite Supervisory Personnel**

The project manager is a person, designated in writing by the Contractor, who has complete authority to act for the Contractor in every detail during the term of the contract. The Project Manager must have the authority to accept notices of deductions, inspection reports and all other correspondence on behalf of the Contractor. The Project Manager's physical location and availability must be satisfactory to the CO or COR. The Project Manager must possess at a minimum at least 5 years of recent (within the past 7 years) experience in the management and supervision of building mechanical maintenance operations for buildings of the approximate size and characteristics of the buildings to be covered by this contract. A detailed resume containing the information specified in this document must be submitted to the COR for approval prior to the assignment of the project manager to the contract. Both new and replacement project managers must meet these qualification standards. Minimally the resume must contain:

- (1) The full name of the proposed project manager.
- (2) A detailed description of the previous 7 years' employment history of the proposed project manager.
- (3) The names and addresses of the companies for whom the proposed project manager worked for the past 7 years, along with the names and telephone numbers of the immediate supervisors.

The onsite supervisor is a person, designated in writing by the Contractor, who has complete authority to act for the Contractor on a day-to-day basis at the work site. The onsite supervisor must have the authority to direct the workforce and the work to be accomplished under this contract on behalf of the Contractor. The onsite supervisor's physical location must be at the work site. When multiple shifts are required, the Contractor must designate a minimum of one onsite supervisor for each shift.

The onsite supervisor must also possess at least 5 years of recent (within the past 7 years) experience in directing operation and maintenance of equipment in a supervisory capacity for equipment of the approximate size, complexity, and other characteristics of the equipment to be operated and maintained under this contract. A detailed resume containing the information specified in this document must be submitted to the COR for approval prior to the assignment of any supervisor to the contract. Both new and replacement onsite supervisors must meet these qualification standards. Minimally the resume must contain:

- (1) The full name of the proposed supervisor.
- (2) A detailed description of the previous 7 years' employment history of the proposed supervisor.
- (3) The names and addresses of the companies for whom the proposed supervisor worked for the past 7 years, along with the names and telephone numbers of the immediate supervisors.

#### **H.15.3. Qualifications of Technicians**

All personnel engaged in the work to be accomplished under this contract, except for general maintenance workers and laborers, must possess at least 5 years of recent (within the past 7 years) experience in the operation and maintenance of equipment and systems comparable in complexity to systems covered by this contract. All personnel must possess all certifications and licenses required by State and local jurisdictions.

##### **H.15.3.1. Qualifications of Fire Alarm System Technicians**

All fire alarm system technicians must be certified by the National Institute for Certification in Engineering Technologies (NICET). Fire alarm systems technicians performing contract work must meet the service personnel qualification requirements in the current edition of NFPA 72 and also hold at least a NICET Level 2 (Associate Engineering Technician) in Fire Protection Engineering Technology, Fire Alarm Systems. Additionally, technician must have experience in the past 5 years in fire alarm system testing, repair, maintenance, installation, and related activities for buildings and equipment comparable to the buildings and equipment covered by this contract.

Technicians modifying the fire alarm control panel of systems must be factory trained and currently certified for the operating system, including software version, of the particular fire alarm system and must provide documentation of this certification to the COR prior to contract start.

The Contractor and sub-contractor personnel engaged in the activities specified by this contract shall also be required to possess certificates of training, licenses, and permits as required by the State, county, parish, city, and other local jurisdictions.

The Contractor must provide to the COR documentation of the certificates of training, licenses, and permits for all new employees not later than 7 days prior to that person beginning work under the terms of this contract. The Contractor must ensure that all certificates of training, licenses, permits, and bonds are current and valid. All offers must include documentation and proof of the above certifications and qualifications for each employee.

##### **H.15.3.2. Qualifications of Sprinkler System Technicians**

All sprinkler system technicians must be certified by the National Institute for Certification in Engineering Technologies (NICET). All technicians performing services for the inspection, testing, and maintenance of the building's water-based fire protection systems in accordance with

the contract must hold at least a NICET Level 2 (Associate Engineering Technician) in Fire Protection Engineering Technology, Inspection, and Testing of Water-Based Systems. Additionally, the technician must have experience in the past 5 years in inspecting, testing, and maintaining of water-based fire protection systems.

The Contractor and sub-contractor personnel engaged in the activities specified by this contract shall also be required to possess certificates of training, licenses, and permits as required by the State, county, parish, city, and other local jurisdictions.

The Contractor must provide to the COR documentation of the certificates of training, licenses, and permits for all new employees not later than 7 days prior to that person beginning work under the terms of this contract. The Contractor must ensure that all certificates of training, licenses, permits, and bonds are current and valid. All offers must include documentation and proof of the above certifications and qualifications for each employee.

#### **H.15.3.3. Qualifications of Dry Chemical and Wet Chemical Technicians**

Technicians performing contract work involving the inspection, testing, and maintenance of dry chemical or wet chemical fire protection systems must meet the qualification requirements of the current editions of NFPA 17 and NFPA 17A, respectively, and also possess current certification by the respective chemical fire protection system manufacturers verifying competence to work on these systems. Additionally, technicians must have at least 3 years of experience (in the past 5 years) in the chemical fire protection system testing, repair, maintenance, installation, and related activities of buildings and equipment comparable to the buildings and equipment covered by this contract.

The Contractor and sub-contractor personnel engaged in the activities specified by this contract shall also be required to possess certificates of training, licenses, and permits as required by the State, county, parish, city, and other local jurisdictions.

The Contractor must provide to the COR documentation of the certificates of training, licenses, and permits for all new employees not later than 7 days prior to that person beginning work under the terms of this contract. The Contractor must ensure that all certificates of training, licenses, permits, and bonds are current and valid. All offers must include documentation and proof of the above certifications and qualifications for each employee.

#### **H.15.3.4. Qualifications of Portable Fire Extinguisher Technicians**

Technicians performing contract work involving the inspection, testing, and maintenance of portable fire extinguishers must meet the qualification requirements of the current edition of NFPA 10 and also possess current training certification by the respective portable fire extinguisher manufacturers verifying competence to work on these units. Technicians must have the appropriate service manuals, the proper types of tools, recharge materials, lubricants, and manufacturer's recommended replacement parts or parts specifically listed for use in each fire extinguisher. Additionally, technicians must have at least 3 years of experience (in the past 5 years) in the portable fire extinguisher testing, repair, maintenance, installation, and related activities of buildings and equipment comparable to the buildings and equipment covered by this contract. These requirements do not apply to persons performing monthly inspections to determine if the unit is in place, charged, and ready for use, if the person has been trained to do so by a competent fire protection technician, maintains the required records, and has a means to promptly request service from a portable fire extinguisher maintenance and service technician for any deficiencies found.

The Contractor and sub-contractor personnel engaged in the activities specified by this contract shall also be required to possess certificates of training, licenses, and permits as required by the State, county, parish, city, and other local jurisdictions.

The Contractor must provide to the COR documentation of the certificates of training, licenses, and permits for all new employees not later than 7 days prior to that person beginning work under the terms of this contract. The Contractor must ensure that all certificates of training, licenses, permits, and bonds are current and valid. All offers must include documentation and proof of the above certifications and qualifications for each employee.

#### **H.15.3.5. Qualifications of Smoke Control and Smoke Management Technicians**

Technicians performing contract work involving the inspection, testing, and maintenance of smoke control and smoke management systems must provide a training certification for inspecting, testing, and maintaining these components from the manufacturer or a nationally recognized trade training organization. Additionally, the technicians must have at least 3 years experience (in the past 5 years) in the inspection, testing, and maintenance of smoke control and smoke management systems.

The Contractor and sub-contractor personnel engaged in the activities specified by this contract shall also be required to possess certificates of training, licenses, and permits as required by the State, county, parish, city, and other local jurisdictions.

The Contractor must provide to the COR documentation of the certificates of training, licenses, and permits for all new employees not later than 7 days prior to that person beginning work under the terms of this contract. The Contractor must ensure that all certificates of training, licenses, permits, and bonds are current and valid. All offers must include documentation and proof of the above certifications and qualifications for each employee.

#### **H.15.3.6. Qualifications of BAS Technicians**

All personnel involved in the operation, adjustment and maintenance of all BAS systems including energy management systems must be trained and qualified. Prior to the contract start date, the Contractor must provide documentation of the level of experience, including any certificates of training, for all employees who will be involved in this function to the COR for approval.

### **H.15.4. Qualifications of Contract Custodial Employees**

#### **H.15.4.1. Contract Custodial Supervisory Employee(s)**

Contract Custodial Supervisory employee(s) shall have a minimum of 3 years of experience in managing custodial services in building(s) of similar size and complexity. At the discretion of the CO or the COR formal training may be substituted for experience. The on-site supervisor is required to be fully conversant in English.

#### **H.15.4.2. Contract Custodial Employees**

The personnel employees by the Contractor shall be capable employees trained and qualified in the related type service requirements.

The building(s) shall be fully staffed beginning the first day of work under the contract unless authorized by the CO or the COR. The Contractor's employees shall be familiar with the building(s) fire alarm system. In the event of a fire the Contractor shall leave the building and not enter until authorized by Fire Officials. The Contractor's staff should also be familiar with the building's Occupancy Plan, which includes the shelter in place program. Further information on the program shall be provided by the COR.

#### **H.15.5. Submission of Resumes for New Employees**

The Contractor must submit to the COR the resumes of all personnel prior to beginning work during the performance periods of the contract. The COR may deny permission to employ personnel if qualifications indicate a material degradation from the skill levels indicated in the Contractor's proposal for the contract, or if skills or reliability concerns are such that the COR believes the protection of building equipment may be jeopardized.

#### **H.15.6. State Licensing**

All personnel must be licensed and certified, or become licensed and certified within 90 calendar days of beginning employment, to perform work within their normal duties, where such licensing is required by the State for non-Federal locations. Copies of licensing shall be submitted to the COR. Contractor personnel must also conform to all other licensing and certification requirements as described elsewhere in this document or in the \*\*\* Operations and Maintenance Standards Draft.

#### **H.15.7. Compliance with Federal, State, and Local Codes**

The Contractor must comply with all applicable Federal, State and local laws, regulations and codes. The Contractor is responsible for determining which requirements are applicable, and complying appropriately; the Contractor may ask advice of the CO or COR in this regard. \*\*\* also has a policy of voluntary conformity to certain State and local code requirements even when permission or approvals from local regulators are not required; the Contractor must ask the advice of the CO or COR when such issues arise.

If a change in law and regulation requires the Contractor to implement an action that will result in an increase or decrease in Contract price, the Contractor shall implement the required action and within 30 calendar days submit to the CO a price proposal for such change. If the CO determines an equitable adjustment is substantiated a modification to the Contract will be issued.

#### **H.15.8. IT Security Awareness and Privacy Training**

IT Security Awareness and Privacy Training 101 (approx. 45 min) is designed for all \*\*\* employees and \*\*\* contractors who use computers in the performance of their official duties. This training describes the appropriate use of \*\*\* IT resources and provides information on how to protect personal information as well as roles and responsibilities in the event of an IT security incident. This is a mandatory training required for all \*\*\* employees and contractors. The training is located at the \*\*\* On-Line University. Contractor shall provide training certificates on all employees with IT computer access within 30 days after contract start date to the COR.

### **H.16. GOVERNMENT-FURNISHED MATERIALS**

The following items are furnished by the Government:

1. Electrical power at existing outlets for the Contractor to operate equipment that is necessary in the conduct of its work.
2. Hot and cold water as necessary, limited to the normal supply provided in the building. No special heating or cooling of the water will be provided.
3. Space in the building, including locker rooms, if available. Any existing equipment within \*\*\* space, such as lockers, tables, benches, chairs, etc., placed within the building by the Government may be used by the Contractor during the term of the contract provided authorization is received from the COR. This space and equipment

must be kept neat and clean and returned to the Government at the expiration of the contract in reasonably the same condition as at the time of entering into the contract.

4. Space in the building for the storage of an inventory of supplies and equipment that will be used in the performance of work under the contract. The Contractor must maintain this space in a clean, neat, and orderly condition. Under no circumstances may the Contractor store flammable or explosive liquids (naphtha, gasoline, etc.) in the building. The Government will not be responsible in any way for damage or loss to the Contractor's stored supplies, materials, replacement parts, or equipment.
5. Space in the building, when available, and furniture and furnishings for a supervisor's office to be used for official business only in the performance of this contract. If the Government supplies telephones, they must only be used for communication related to the Contract. The Contractor or the Contractor's employees must not use Government property in any manner for any personal advantage, business gain, or other personal endeavor.
6. Heating and air conditioning of space will be provided during normal building operating hours.
7. Custodial closets, where available, at various points throughout the building, for storing equipment, including mops, brooms, dust cloths, and other items. These closets and the stored equipment shall be kept clean and in an orderly manner by the Contractor. Sinks and buckets shall be kept clean and free of standing water; hoses shall not be left connected to faucets when not in use.

#### **H.17. CONTRACTOR-FURNISHED MATERIALS**

The Contractor must provide all labor, services, supplies, material, including diesel fuel and liquid propane gas for emergency generators, **(Diesel fuel during emergency situations only shall be \*\*\*'s responsibility)**, and equipment necessary to efficiently and effectively perform the requirements of this contract, except as explicitly stated within this document. The Contractor shall provide key operational personnel (managers or supervisors) with portable electronic means to communicate with \*\*\* (and \*\*\*) for service calls, emergencies, status of projects, etc. Electronic receiving and transmitting methods may include the following:

- A. A text messaging device used to send and receive messages. Contractor is responsible for all costs associated with electronic messaging devices. Some examples are two-way pager (Nextel), cell phone with text messaging, BlackBerry, etc.
- B. Fax receiving and sending is acceptable only as secondary communication method for locations that have problems with no or poor quality wireless device signal strength. Delayed receipt due to combined usage of voice and fax on the same line is not acceptable.
- C. **The Contractor shall be required to use \*\*\*'s Computerized Maintenance Management System (CMMS).** \*\*\* will provide the Contractor the computer and hardware setup, the necessary license to operate the CMMS, and appropriate D7i software. The Contractor shall be required to provide a printer and printing supplies.

#### **H.18. ADDITIONAL SERVICES [\*\*\* \*\* BPA provisions]**



#### **H.18.1. General**

Additional services may include any services related to O&M and repairs, systems upgrades, system operation, or tenant services within covered facilities but not covered within basic services (i.e., not already a requirement of the contract). The maximum order threshold for reimbursable repairs is \$400,000.00 for a total of five years.

#### **H.18.2. Price Proposal for Additional Services Work**

At the request of the CO or COR, the Contractor must provide a price proposal to accomplish an additional services job within 48 hours of the request to the CO or Purchasing Agent. The price proposal must follow the pricing guidelines described in this document. Price proposals for additional services become firm fixed price on acceptance and order by the Government. Although price negotiation and determination of price reasonableness is made on the basis of a breakout of labor, materials and subcontract costs, the price accepted is not adjusted after completion of work to actual man-hours or actual materials cost.

#### **H.18.3. Pricing**

The Contractor's price proposal for an Additional Services reimbursable repair job must follow the pricing described in schedule B. The labor rates will come from the Pricing Table B-3 which includes both in-house and subcontracted labor. Materials will be priced under SIN 003 100, Ancillary Supplies and Services.... Also, see Exhibit J.10 Sample of Contractor Quote for Reimbursable Repairs on how to submit a quote for this type of work.

#### **H.18.4. Parts and Materials**

If parts or materials are required for a project, the Government may provide the parts or materials, or the Contractor may be asked to provide the parts and materials. Parts and materials must be priced in accordance with the contractor's schedule rates under SIN 003 100. \*\*\* will use the schedule Terms and Conditions when determining these rates and any material handling fee mark-up.

Price proposals must use the labor rates established in the price schedule, unless approval from the CO allows for a specialized skill subcontractor not priced under B.1.8. The labor categories in the price schedule correlate with the categories in the Service Contract Act Directory of Occupations. The rate will be determined by the nature of the work, not the usual job classification of the individuals performing the work.

#### **H.18.5. Subcontracts**

If work is so specialized that it requires a specialized skilled subcontractor, the subcontracted part of the work is to be priced at actual cost to the prime Contractor. This will require a quote broken down from the contractor with labor, hours and materials priced separately. If the schedule contractor is allowed a handling fee or mark up under their schedule contract, then \*\*\* will apply accordingly. \*\*\* will use the rates proposed in the Pricing Table B-3 for subcontractors.

#### **H.18.6. Cost Documentation**

If the Contractor provides the parts and materials, or if work is subcontracted, the Contractor must furnish copies of invoices, vendor quotes, or receipts, with everything broken down with the Contractor's proposal. (see Exhibit J 10 for sample quote).

#### **H.18.7. Competitive Proposals/Quotes (up to \$10,000)**

If a single part or component, or a single type (line item) of parts, components, or materials for a project is open market and does not fall under SIN 003 100 and anticipated to equal or exceed **\$2,500**, the CO may require that the Contractor obtain three bids from suppliers and include documentation of these bids with his quote.

If subcontract work is anticipated to cost more than **\$2,500**, and the specialized skill category required was not priced in Schedule B, and it is open market pricing, the CO may require that the Contractor obtain three bids from potential subcontractors and include documentation of these bids with his quote. **Contractor must seek approval from the Contracting Officer before going to a subcontractor that is not priced under the BPA.**

Further, if subcontractor provided open market parts or materials that are anticipated to cost more than **\$2,500**, the CO may require that the Contractor obtain three quotes from potential subcontractors/suppliers and include documentation of these quotes with his quote. Proposals must be broken down in enough detail to verify hourly rates, level of effort. Again, **Contractor must seek approval from the Contracting Officer before going to a subcontractor that is not priced under the BPA.**

#### **H.18.8. Method of Ordering and Invoicing**

The COR may order work priced up to **\$2,500** orally using the \*\*\* purchase card. The CO shall issue a Call Order (\*\*\*) against the BPA for work costing more than **\$2,500**.

#### **H.18.9. Verbal Notice to Proceed Authorization During Emergencies**

When emergency situations occur that may be a threat to loss of life, property, or restoration of a \*\*\* owned or operated facility and the contractor needs to be authorized to start as soon as possible and time involved in issuing a written task order would harm the Government, the Contracting Officer, includes Purchase Cardholders, may give the contractor a verbal notice to proceed and the written order processed after the fact.

Only Contracting Officers acting within the scope of their authority are authorized to enter into a verbal notice to proceed on behalf of the Government.

The Contracting Officer will call the contractor to provide the authority to proceed with the work necessary to handle the emergency, provide a description of the work, and provide a not-to-exceed amount to proceed with the work. The Contracting Officer will follow up in writing outlining the verbal authorization. The task order should be definitized as soon as possible.

Without prior authorization from a Contracting Officer, the Contractor will be working at their own risk. The Contractor shall follow up in writing via e-mail or other means to the Contracting Officer acknowledging the verbal authorization and not-to-exceed amount and provide a breakdown of all Labor and Material pricing, including Subcontractor costs as soon as possible but no later than directed by the Contracting Officer in the initial authorization.

The Contracting Officer shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this emergency prior to definitizing the written task order.

#### **H.19. (RESERVED)**

#### **H.20. STRIKE CONTINGENCY PLAN (SCP)**

The Contractor must prepare a Strike Contingency Plan (SCP) to be used in the event of a strike by his employees. The SCP must be submitted to the COR 5 calendar days prior to contract start date and updated annually. At a minimum, the SCP must include the following information:

- A. Support Personnel: The SCP must describe in detail how the Contractor must staff the building to provide the services defined in this document in the event of strikes by his employees. This includes HSPD-12.

- B. License and Certifications: The SCP must describe in detail how the Contractor will provide personnel that meet experience requirements, assuring the Government that all temporary or replacement employees (including subcontractor employees) must meet the experience and license requirements defined in this document.

## **H.21. OCCUPANCY EMERGENCY PLAN (OEP)**

The Government's Occupant Emergency Plan (OEP) is used by the COR during building emergencies. Designated Contractor personnel, including the onsite supervisors, must be thoroughly familiar with the Government's OEP and must be trained by the Contractor to fully understand their responsibilities relative to each emergency plan. The Contractor must participate in fire and other emergency drills. The Contractor shall be required to perform the services required by the contract and as identified by the COR to the extent allowed during all emergency situations, including but not limited to fires, accident and rescue operations, Contractor personnel strikes, civil disturbances, natural disasters, and utility service outages.

## **H.22. CONTRACTOR PANDEMIC PLAN**

As required by the National Strategy for Pandemic Influenza Preparedness, the Government has prepared a plan to safeguard employees and provide for continued operations in the event of an influenza pandemic. The Contractor must also prepare a plan that outlines the steps he or she will take to prevent and reduce the spread of an influenza pandemic and to mitigate potential effects on the services provided in this document. Given the unpredictable length and severity of a pandemic, the Contractor's plan must link their planned actions to the periods and phases established by the World Health Organization for a pandemic cycle. For information on the phases of a pandemic cycle see [http://www.who.int/csr/disease/avian\\_influenza/phase/en/](http://www.who.int/csr/disease/avian_influenza/phase/en/). The plan must be submitted to the COR within 30 calendar days after the start of the contract.

## **H.23. INSURANCE REQUIREMENTS**

### **H.23.1. Worker's Compensation and Employer's Liability**

The Contractor is required to comply with applicable Federal and State worker's compensation and occupational disease statutes; however, notwithstanding the permissibility of deductibles under those statutes, worker's compensation shall be obtained without any deductibles. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy. Employer's liability coverage of at least the following limits (and without a deductible) shall be provided,

Bodily Injury by Accident-\$100,000 each accident

Bodily Injury by Disease -\$500,000 policy limit

Bodily Injury by Diseases-\$100,000 each employee

except in states with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

Even though the laws of a state (such as Texas) might allow a contractor to be a non-subscriber to worker's compensation, the Contractor is required to carry and maintain worker's compensation insurance (without any deductibles) and employer's liability insurance. If occupational diseases are not covered under the worker's compensation policy, it shall be covered under the employer's liability section of the insurance policy.

Employer's liability insurance coverage shall be as specified in the paragraphs above.

### **H.23.2. General Liability Insurance**

General liability insurance coverage, written on the comprehensive form of policy, is required in the amount of 500,000.00 per occurrence for bodily injury, and \$50,000 per occurrence for property damage. The deductibles under such policy shall not be greater than (i) \$10,000 per person or \$25,000 per occurrence for bodily injury or (ii) \$10,000 for property damage.

### **H.23.3. Automobile Liability Insurance**

A minimum of \$200,000.00 per person and \$500,000.00 per occurrence for bodily injury and \$20,000.00 per occurrence for property damage provided for automobile liability insurance coverage written on the comprehensive form of policy, covering the operation of all automobiles used in connection with performing the contract is required. The deductibles under such policy shall not be greater than (i) \$10,000 per person or \$25,000 per occurrence for bodily injury or (ii) \$2,000 for property damage.

NOTE: The Contractor agrees to insert the substance of this language in all subcontracts hereunder, if any.

Evidence of insurance is to be provided to the address below before notice to proceed on contract can be issued:

\*\*\*

## **H.24. PARTNERING**

The Government intends to encourage the foundation of a cohesive partnership between the Contractor and \*\*\* personnel. The partnership will be structured to draw on the strengths of each organization to identify and achieve reciprocal goals. The objectives are effective and efficient contract performance, on schedule, customer-focused service, and in accordance with the contract documents. This partnership will be multilateral. Any costs associated with effectuating this partnership (time of the attending personnel, cost of transportation and lodging) will be borne by each project partner for their firm with no change in contract price. The cost of partnering meetings, including the facilitator, meeting room, supplies, etc., will be borne by \*\*\*. It is anticipated that a 1-day partnering meeting may be held at a location to be determined and will be attended by key personnel from the Contractor and \*\*\*. The team building workshop will culminate in the development and establishment of a mutually satisfactory set of goals and objectives beneficial to all team members. Follow-up meetings will be held periodically throughout the duration of the contract as agreed by the team members in order to assess performance against the goals and to reinforce partnering principles.

## **H.25. PERSONAL PROTECTIVE EQUIPMENT (PPE)**

The Contractor shall provide all employees proper PPE when required by Federal, State, or Local regulations.

## **H.26. BLOODBORNE PATHOGENS PROGRAM**

The Contractor shall provide all equipment and services required to perform clean-up of bloodborne pathogens and fully comply with the requirements of the Blood Borne Pathogen Standard listed in 29 CFR 1910.1030.

## **H.27. EXPOSURE CONTROL PROGRAM FOR BLOODBORNE PATHOGENS**

The contractor shall develop and maintain an Exposure Control Program for Bloodborne Pathogens Program fully compliant with OSHA (29 CFR 1910.1030) for each building covered by this contract. A copy of this document shall be made available to the COR upon request.

## **H.28. ENERGY USAGE**

Conservation is a planned and organized approach designed to conserve energy in our buildings and reduce our dependency on non-renewable sources of energy. The Contractor shall ensure that work under this contract is performed in a manner that conserves energy and other Government resources. The Contractor shall take the necessary steps through training, communication, and implementing appropriate procedures in their use of energy consuming equipment. This will ensure that their employees are assisting the \*\*\* in conserving energy.

The Contractor shall ensure that their employees support the Government's efforts to comply with Section 102 of the Energy Policy Act of 2005 (EPAct) and Energy Independence and Security Act of 2007 which requires the Government to reduce Agency energy use.

The Contractor shall close window blinds when practical, especially during the summer season, over long weekends, and extended closures of the building.

The Contractor shall use their equipment in an efficient manner by turning it off during times it is not in use. When replacing existing equipment, the Contractor shall strive to acquire replacement equipment in the top 25% of efficiency as per the Energy Star guidelines. The Contractor shall never turn off or unplug Government equipment in the space they are cleaning without prior written approval by the COR.

## **H.29. MISCELLANEOUS CUSTODIAL REQUIREMENTS**

- A. Lights and faucets shall only be used in areas where and when the work is actually being performed
- B. The custodial workers will not adjust mechanical equipment controls for heating, ventilation, and air conditioning systems
- C. Participate in building fire and civil defense drills
- D. Report fires, hazardous conditions, and items in need of repair; e.g. inoperative lights, broken windows or doors, torn carpets, leaking sinks, urinals, or commodes, dead trees or shrubs, etc., to the COR.
- E. If applicable, lock rooms after cleaning and return keys to designated office.
- F. Turn in lost and found articles to the COR.
- G. Notify the security personnel on duty when unauthorized or suspicious person(s) are seen on the premises.
- H. Notify the COR of any observed hazardous material, or Universal Waste materials in trash or recycling receptacles.
- I. Open, close and secure building entrance doors and/or gates, at times specified by the COR.
- J. Raise, lower, and half-staff the United States Flag, agency pennants, and other flags (POW flag). This service shall comply with requirements in the Flag Policy. The contractor will replace U S Flags when they become faded, frayed, tattered, or torn. A sufficient supply of U S Flags shall be maintained on-site by the contractor. The method of disposing of U S Flags shall conform to the provisions set forth at 4 U. S. C. § 8(k). The flag is not to be flown, for safety reasons, during high winds, severe

storms or icy conditions. **This applies to \*\*\* US Bankruptcy Building (\*\*\*) and \*\*\* USPO/FOB (\*\*\*)**.

### **H.30. Accident Reports**

The contractor shall report all employee accidents occurring in federal government space. No later than 7 calendar days after occurrence, contractor will provide a report detailing the accident.

## I. BPA CLAUSES

In addition to the contract clauses in your \*\*\* \*\*Contract, the following clauses are applicable to all orders placed against the Blanket Purchase Agreement (BPA).

### **CLAUSES INCORPORATED BY REFERENCE:**

Source	Reg. No.	Clause Title	Date
FAR	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
FAR	52.204-7	CENTRAL CONTRACTOR REGISTRATION	APR 2008
FAR	52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
FAR	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JAN 2011
FAR	52.215-8	ORDER OF PRECEDENCE—UNIFORM CONTRACT FORMAT.	OCT 1997
FAR	52.222-50	COBATING TRAFFICKING IN PERSONS	FEB 2009
FAR	52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS	DEC 2007
FAR	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	AUG 2003
FAR	52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS	MAY 1995
FAR	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG 2003
FAR	52.232-1	PAYMENTS	APR 1984
FAR	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
FAR	52.232-11	EXTRAS	APR 1984
FAR	52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
FAR	52.245-1	GOVERNMENT PROPERTY (ALTERNATE I)	AUG 2010
FAR	52.245-9	USE AND CHARGES	AUG 2010

FAR	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984
FAR	52.253-1	COMPUTER GENERATED FORMS	JAN 1991
***	---	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	SEP 1999
***	---	RESTRICTION ON ADVERTISING	SEP 1999
***	----	GOVERNMENT AS ADDITIONAL INSURED	MAY 2009
***	----	FINAL PAYMENT UNDER BUILDING SERVICES CONTRACTS	NOV 2009

**CLAUSES INCORPORATED IN FULL TEXT:**

**52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items. (Apr 2011)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).  
\_\_\_ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).
- (2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
- (3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- \_\_\_ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).
- X** (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).
- \_\_\_ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- \_\_\_ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- \_\_\_ (5) [52.204-11](#), American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).



**X** (6) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) ([31 U.S.C. 6101](#) note). (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

\_\_\_ (7) [52.219-3](#), Notice of Total HUBZone Set-Aside or Sole-Source Award (Jan 2011) ([15 U.S.C. 657a](#)).

\_\_\_ (8) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

\_\_\_ (9) [Reserved]

\_\_\_ (10)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).

\_\_\_ (ii) Alternate I (Oct 1995) of [52.219-6](#).

\_\_\_ (iii) Alternate II (Mar 2004) of [52.219-6](#).

\_\_\_ (11)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).

\_\_\_ (ii) Alternate I (Oct 1995) of [52.219-7](#).

\_\_\_ (iii) Alternate II (Mar 2004) of [52.219-7](#).

\_\_\_ (12) [52.219-8](#), Utilization of Small Business Concerns (Jan 2011) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

\_\_\_ (13)(i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2011) ([15 U.S.C. 637\(d\)\(4\)](#)).

\_\_\_ (ii) Alternate I (Oct 2001) of [52.219-9](#).

\_\_\_ (iii) Alternate II (Oct 2001) of [52.219-9](#).

\_\_\_ (iv) Alternate III (Jul 2010) of [52.219-9](#).

\_\_\_ (14) [52.219-14](#), Limitations on Subcontracting (Dec 1996) ([15 U.S.C. 637\(a\)\(14\)](#)).

\_\_\_ (15) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

\_\_\_ (16)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (June 2003) of [52.219-23](#).

\_\_\_ (17) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).

\_\_\_ (18) [52.219-26](#), Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).

\_\_\_ (19) [52.219-27](#), Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) ([15 U.S.C. 657 f](#)).

\_\_\_ (20) [52.219-28](#), Post Award Small Business Program Rerepresentation (Apr 2009) ([15 U.S.C. 632\(a\)\(2\)](#)).

\_\_\_ (21) [52.219-29](#) Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2011).

\_\_\_ (22) [52.219-30](#) Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2011).

- \_\_\_ (23) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- \_\_\_ (24) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).
- \_\_\_ (25) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- \_\_\_ (26) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- \_\_\_ (27) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010)([38 U.S.C. 4212](#)).
- \_\_\_ (28) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).
- \_\_\_ (29) [52.222-37](#), Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- \_\_\_ (30) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_\_\_ (31) [52.222-54](#), Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- \_\_\_ (32)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- X** (33) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- \_\_\_ (34)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- \_\_\_ (ii) Alternate I (DEC 2007) of [52.223-16](#).
- \_\_\_ (35) [52.223-18](#), Contractor Policy to Ban Text Messaging While Driving (SEP 2010) (E.O. 13513).
- \_\_\_ (36) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).
- \_\_\_ (37)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) ([41 U.S.C. 10a-10d](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- \_\_\_ (ii) Alternate I (Jan 2004) of [52.225-3](#).
- \_\_\_ (iii) Alternate II (Jan 2004) of [52.225-3](#).
- \_\_\_ (38) [52.225-5](#), Trade Agreements (AUG 2009) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- \_\_\_ (39) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_ (40) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- \_\_\_ (41) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

- (42) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- (43) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- (44) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).
- (45) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).
- (46) [52.232-36](#), Payment by Third Party (Feb 2010) ([31 U.S.C. 3332](#)).
- (47) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- (48)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).
- (ii) Alternate I (Apr 2003) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
- (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).
- (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).
- (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).
- (5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
- (6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).
- (7) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).
- (8) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) **Comptroller General Examination of Record.** The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

(ii) [52.219-8](#), Utilization of Small Business Concerns (Dec 2010) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(v) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).

(vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).

(vii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(viii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

\_\_\_\_ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(x) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(xi) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

(xii) [52.222-54](#), Employment Eligibility Verification (JAN 2009).

(xiii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xiv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

#### **52.217-8 Option to Extend Services. (Nov 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days.

#### **52.217-9 Option to Extend the Term of the Contract. (Mar 2000)**

(a) The Government may extend the term of this Blanket Purchase Agreement by written notice to the Contractor within 30 days ; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the Blanket Purchase Agreement expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months (5 years, 6 months).

#### **52.222-42 Statement of Equivalent Rates for Federal Hires. (May 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of [5 U.S.C. 5341](#) or [5332](#).

***This Statement is for Information Only:  
It is not a Wage Determination***

Employee Class	Monetary Wage — Fringe Benefits
Janitor	Janitor WG/2/2
SCA 11150	

**FAR 52.223-11 Ozone-Depleting Substances. (May 2001)**

(a) *Definition.* “Ozone-depleting substance,” as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as—

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

**Warning**

Contains (or manufactured with, if applicable) \*\_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

- The Contractor shall insert the name of the substance(s).

**FAR 52.252-2 Clauses Incorporated by Reference. (Feb 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): [www.acquisition.gov](http://www.acquisition.gov)

**\*\*\*\* Contract Terms and Conditions Applicable to \*\*\*\* of Commercial Items. (Jul 2003)**

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

*[The contracting officer should either check the provisions and clauses that apply or delete the provisions and clauses that do not apply from the list. The contracting officer may add the date of the provision or clause if desired for clarity.]*

(a) **Provisions.**

☒ [552.237-70](#) Qualifications of Offerors

(b) **Clauses.**

☒ [552.203-71](#) Restriction on Advertising

☐ [552.211-73](#) Marking

☐ [552.215-70](#) Examination of Records by \*\*\*

☐ [552.215-71](#) Examination of Records by \*\*\*

- \_\_\_ [552.215-72](#) Price Adjustment—Failure to Provide Accurate Information
- \_\_\_ [552.219-70](#) Allocation of Orders—Partially Set-Aside Items
- \_\_\_ 552.228-70 Workers’ Compensation Laws
- \_\_\_ [552.229-70](#) Federal, State, and Local Taxes
- \_\_\_ 552.232-8 Discounts for Prompt Payment
- \_\_\_ [552.232-23](#) Assignment of Claims
- \_\_\_ [552.232-71](#) Adjusting Payments
- X** [552.232-72](#) Final Payment
- \_\_\_ [552.232-73](#) Availability of Funds
- \_\_\_ 552.232-78 Payment Information
- X** [552.237-71](#) Qualifications of Employees
- \_\_\_ [552.238-71](#) Submission and Distribution of Authorized \*\*\*
- \_\_\_ [552.238-74](#) Industrial Funding Fee and Sales Reporting
- \_\_\_ [552.238-75](#) Price Reductions
- \_\_\_ [552.242-70](#) Status Report of Orders and Shipments
- \_\_\_ 552.243-72 Modifications (Multiple Award Schedule)
- \_\_\_ 552.246-73 Warranty—Multiple Award Schedule
- \_\_\_ 552.246-76 Warranty of Pesticides

(End of clause)

## J. LIST OF ATTACHMENTS (LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS)

### J.1. BUILDING INFORMATION SHEET

The figures below are estimates only. When necessary, the COR will provide access to assignment drawings and blueprints.

**Facility:** \*\*\*  
(\*\*\*)

#### A. Facility Data:

Location: \*\*\*\*  
 Number of Stories: **2 plus Basement**  
 Official working hours of building occupants: **7:00am to 5:00pm, Monday through Friday**  
 excluding Federal holidays

#### B. Facility Statistics:

	Standard		Metric	
Rentable	47,899	SF	4,450	SQ M
Net cleaning area	42,835	SF	3,979	SQ M
Corridors, lobbies, entrances, and enclosed pedestrian walkways				
Bare floor	3,955	SF	367	SQ M
Carpeted	5,976	SF	555	SQ M
Toilet Rooms/Holding Cells/Locker Rooms/ and Janitor Closets:				
Floors:	1,802	SF	167	SQ M
Fixtures:	62	Fixtures	62	Fixtures
Exterior windows	105	Windows	105	Windows
Window blinds	92	Blinds	92	Blinds
Garage and ramps		SF	0	SQ M
General office, file rooms, libraries, conference rooms, ADP rooms, etc.:				
Bare floor	11,355	SF	1,055	SQ M
Carpeted	16,982	SF	1,578	SQ M
Storage space	943	SF	88	SQ M
Stairways	5	Flights	5	Flights
Passenger elevators	1	Elevators	1	Elevators
Loading dock	1,822	SF	169	SQ M

#### C. Outside Grounds Area:

Total outside area	47,330	SF	4,397	SQ M
Lawn, shrub, and planted area	7,820	SF	726	SQ M



Paved area	39,510 SF	3,670 SQ M
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## BUILDING INFORMATION

The figures below are estimates only. When necessary, the COR will provide access to assignment drawings and blueprints.

**Facility:** \*\*\* OLD COURTHOUSE

### A. Facility Data:

<b>Location:</b>	***
<b>Number of Stories:</b>	5
<b>Official working hours of building occupants: excluding Federal holidays</b>	8:00 a.m. to 5:00p.m.

### B. Facility Statistics:

	Standard		Metric	
Rentable Square feet	73,901 SF		6,865 SQ M	
Net cleaning area	53,163 SF		4,939 SQ M	
Corridors, lobbies, entrances, and enclosed pedestrian walkways				
Bare floor	11,010 SF		1,023 SQ M	
Carpeted	103 SF		10 SQ M	
Toilet Rooms/Holding Cells/Locker Rooms/ and Janitor Closets:				
Floors:	2,236 SF		208 SQ M	
Fixtures:	103 Fixtures		103 Fixtures	
Exterior windows	662 Windows		662 Windows	
Garage and ramps	4,487 SF		417 SQ M	
General office, file rooms, libraries, conference rooms, ADP rooms, etc.:				
Bare floor	1,749 SF		162 SQ M	
Carpeted	22,677 SF		2,107 SQ M	
Storage space	10,809 SF		1,004 SQ M	
Stairways	13 Flights		13 Flights	
Passenger elevators	5 Elevators		5 Elevators	

### C. Outside Grounds Area:

Total outside area	20,135 SF	1,871 SQ M
Lawn, shrub, and planted area	11,474 SF	1,066 SQ M

Paved area

8,661 SF

805 SQ M

## J.2. Quality Assurance Surveillance Plan (QASP)

CONTRACT No. GS - [REDACTED] P - [REDACTED] - [REDACTED] - [REDACTED]

### INTRODUCTION

This Quality Assurance Surveillance Plan (QASP) is designed to provide the \*\*\* with an effective surveillance method of monitoring and evaluating the Contractor's performance under a Performance-Based Statement of Work (PBSOW) for operation and maintenance services.

In accordance with Federal Acquisition Regulation (FAR) Part 37.601, performance-based contracting methods are intended to ensure that the required performance quality levels are achieved and that the total payment is related to the degree that services performed or outcomes achieved meet contract standards. \*\*\*'s role in quality assurance is to ensure that the Contractors are achieving the quality levels established in the operation and maintenance services contracts and focuses on the Contractors' QCP. \*\*\* periodically validates the execution of the Contractors' quality control programs by reviewing such areas as the Contractors' inspection forms, service call logs, tenant reports, tenant satisfaction surveys, and the timeliness of corrective actions.

Inspections conducted through the QASP and histories of contractor performance in the Contractor Performance System (CPS) or successor system assist \*\*\* in obtaining those services that are contracted and delivered as agreed upon. The systems also help ensure that contract awards and deductions are executed in accordance with the contract requirements. The regional OM Office is responsible for capturing the appropriate contractor performance information that will be entered into CPS by the CO.

#### A. Purpose Of The QASP

The QASP is intended to accomplish the following:

- Define the roles and responsibilities of participating Government officials.
- Identify the performance objectives based upon the PBSOW in accordance with FAR Part 46.401(a) (1).
- Identify the performance quality level standards in accordance with FAR Part 37.601(a) (2).
- Describe the methods of surveillance for \*\*\* to identify quality levels in accordance with FAR Part 46.401(a) (2).
- Establish a method to provide feedback to the Contractor regarding quality and timeliness of the service performance, i.e., copies of inspection forms, copies of tenant reports, data on tenant satisfaction scores; and any other drivers or measures of performance that are required by the CO or COR.
- Establish timeframes for communication and performance improvement if needed.

- Establish specified procedures for changes to the contract price when services are not performed or do not meet contract requirements in accordance to FAR Part 37.601(a) (3).
- Ensure the Contractor has developed and implemented a QCP establishing procedures and responsibilities for controlling the quality of work performed.

#### B. Roles and Responsibilities Of Government Officials

The following Government officials will participate in assessing the quality of the Contractor's performance. Their roles and responsibilities are described as follows:

1. **Leenette Wilke** or person designated by the CO will serve as the COR. The COR is responsible for monitoring, assessing, recording, and reporting on the performance of the Contractor. The COR shall have the primary responsibility for completing forms that will be used to evaluate the Contractor's performance. In addition, the COR shall use the Contractor Performance System (CPS) to document the Contractor's performance
2. **Leenette Wilke** or person designated as the CO will have overall responsibility for overseeing the Contractor's performance. The CO shall be responsible for monitoring the Contractor's performance in the areas of contract compliance and contract administration. The CO will review the COR's written inspections and assessments of the Contractor's performance and resolve any discrepancies that may arise between the Contractor and COR. In addition, the CO shall use the Contractor Performance System (CPS) to document the Contractor's performance.

#### C. Types Of Work To Be Performed

1. The Contractor's performance in providing the following operation and maintenance services shall be evaluated by the Government:
  - a. Existing deficiency list
  - b. Building operating plan
  - c. Equipment inventory
  - d. Monthly progress reports
  - e. Reference library
  - f. Building management support services/escort services
  - g. Operational requirements
  - h. Service calls
  - i. Tours
  - j. Maintenance program
  - k. Water treatment
  - l. Oil analysis
  - m. Lamp and ballast replacements
  - n. Repairs
  - o. Safety and environmental
  - p. Fire Protection and Life Safety equipment and systems
  - q. Other services as described in section C
2. The Contractor's performance in providing the following custodial and grounds maintenance and related services shall be evaluated by the Government:

- a. Standard Services
  - Interior
  - Exterior
  - Snow and Ice Removal
  - Grounds Maintenance
- b. Service Calls
- c. Communication Plan
- d. Trash and Solid Waste Disposal and Removal
- e. Recycling
- f. Integrated Pest Management Plan
- g. Other services as identified in Section C
- h. Above Standard Services

#### D. Methods of Surveillance

The method of surveillance is based on the performance criteria of the contract terms and specifications. Each requirement will describe the tasks to be performed and the standard for successful performance. \*\*\* intends to monitor and evaluate the Contractor's performance based on any or all of the following surveillance methods:

1. **Periodic Surveillance Inspections:** This method consists of selected surveillance tasks by the Government that do not require 100 percent inspection, or are performed on a random basis. The COR will evaluate the Contractor's reports, surveys, etc. on a weekly, biweekly, monthly, or quarterly basis.
2. **Tenant Interviews:** All tenant concerns received through the COR will be documented and evaluated on a planned schedule developed by the COR. This method may help the COR focus on areas that may require further action from the CO.
3. **Service Call Documentation:** This method of surveillance will provide information to the COR, such as identification of the types of service calls received, the frequencies of service calls, corrective action taken, timeliness of completion, and any other pertinent data. At a minimum, this method must be performed on a monthly basis.
4. **Tenant Satisfaction Surveys:** The Gallup Organization conducts surveys for one-third of \*\*\*s tenants in Government-owned and leased buildings. These surveys gather important data in many areas, including specific categories pertaining to the operation and maintenance of \*\*\*s buildings. The surveys provide the COR with satisfaction scores that can be further evaluated to determine if there are any weaknesses within the various programs. There are various measures that can be taken, such as reviewing the survey's comments, obtaining further feedback from the tenants, or sharing the scores with the Contractor to establish a plan of action.

### J.3. OPERATIONS AND MAINTENANCE SERVICES QASP STANDARDS

Performance-Based Task	Services to Be Inspected	Standard for Successful Performance	Quality Assurance Surveillance Method
<u>SECTION C</u>			
Existing Deficiency Inspection/List and equipment inventory.	A thorough and systematic initial inspection and inventory of all equipment and systems and the performance of an annual inventory to verify and update the inventory.	A complete and accurate deficiency list and inventory must be completed and submitted within the initial timeframe and an annual inventory must be scheduled and conducted to verify and update inventory.	The Government will evaluate performance based on tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.
Startup Phase.	The Contractor must provide all start up services necessary to provide seamless operation of all building systems.	Submission and review of all required building documentation without failures in providing service to our customers.	
Staffing and ability to communicate with COR.	Contractor must staff and provide communication methods to ensure services are adequately provided to the tenant.	Quality and quantity of staffing and methods of communication ensure adequate response to all contract requirements.	
Onsite records.	All records required by the contract must be accurate and available for inspection.	Records must be organized, up to date, and reflect actual conditions.	
CMMS	Service call record keeping using the computerized maintenance management system (CMMS).	Maintenance records are accurate and current and are properly populated within the CMMS to document historical maintenance efforts during the life cycle of the facility.	
Building Operating Plan (BOP).	BOP must detail all aspects of the contractor's performance of the contract and building equipment and system information.	BOP must be submitted and address all items. . Control systems must be operated to provide maximum efficiency as measured by energy consumption per gross sq. ft.	

<b>Performance-Based Task</b>	<b>Services to Be Inspected</b>	<b>Standard for Successful Performance</b>	<b>Quality Assurance Surveillance Method</b>
	Energy consumption must be monitored by the Contractor for indicators of inefficient operation.	while providing tenant comfort.	
Monthly Progress Reports.	Reports of Contractor progress and activities must be provided monthly.	All reports must be thorough, accurate and submitted on time as required by the contract.	
Reference library.	Information in the form of a reference library must be provided by the Contractor.	All required documents are to be included in the reference library and must be complete and up to date.	
Service Calls.	Service calls must be received, tracked, and responded to in accordance with contract requirements.	All routine, emergency, and urgent service calls are responded to as required by the contract and repairs are completed within specified timeframes.	
Tours.	Tours must be conducted and documented in accordance with contract requirements.	All tours must be conducted and documented as required and will reflect actual conditions. Adjustments will be made as needed. Logs and check sheets must be adequate to track operating hours and equipment performance history.	
Leak testing.	Refrigerants and natural gas leaks must be avoided and detected as early as possible.	Leak testing for refrigerants and natural gas must be performed and documented in accordance with the BOP.	
Condensate pans	Condensate pans must be clear and algae free at all times.	On at least a monthly basis, tours must include inspection and treatment of condensate pans with appropriate biocide to ensure proper drainage.	
Disruptive or hazardous tool use, disruption to utilities, lighting and space	Tenants must not be unnecessarily disrupted during repairs or procedures.	All disruptive tool use during normal working hours must be approved by the COR and welding and burning must be approved via *** Form 1755.	

<b>Performance-Based Task</b>	<b>Services to Be Inspected</b>	<b>Standard for Successful Performance</b>	<b>Quality Assurance Surveillance Method</b>
conditioning.		The COR must approve in advance any work that will disrupt lighting, utilities, and space conditioning.	
Plumbing and restroom maintenance.	Plumbing and drain systems must be maintained and in good working order.	All drain systems must be clear and kept functional at all times.	
Maintenance program.	Equipment must be maintained to the minimum standard established in the contract and developed by the Contractor.	Minimally, the Contractor must perform preventive maintenance in accordance with the manufacturer's recommended standards for all equipment requiring a preventive maintenance procedure. The Contractor must be required to use the specified NFPA Codes and Standards in this document to perform inspections, testing, and preventive maintenance of fire protection and life safety systems and equipment. In addition, the Contractor shall be required to follow the specific testing and inspection frequencies and methods specified in such NFPA Codes and Standards. The Contractor must record such inspection, testing, and services on the appropriate NFPA inspection form.	
Water treatment.	The Contractor must provide for an effective water treatment program including equipment, monitoring, reporting, etc.	The Contractor must perform water treatment, monitoring, and testing in accordance with the contract requirements.	
Oil analysis and oil changes.	Oil analysis and oil changes must be documented.	The Contractor must perform initial and periodic oil analysis and oil changes in accordance with the contract provisions.	

<b>Performance-Based Task</b>	<b>Services to Be Inspected</b>	<b>Standard for Successful Performance</b>	<b>Quality Assurance Surveillance Method</b>
Lamp and ballast replacements.	Quality, energy-efficient replacement lamps and ballasts must be used by the Contractor.	The Contractor must perform lamp and ballast replacements in accordance with the contract provisions	
Architectural and structural systems maintenance.	Interior and exterior building architectural and structural systems must be maintained in good repair.	The Contractor must conduct inspections, repairs, replacements, and touch up painting and patching to match existing finishes as required by contract provisions.	
Interior signage and directories.	Signage must be up to date and in good repair.	Signage must be updated and repaired as required.	
Finishes maintenance.	All finishes must appear neat and have an esthetically appealing appearance.	The Contractor must maintain and touch up building finishes in a professional manner.	
Repairs.	All repairs must be performed in a timely professional manner, using quality parts and materials.	The Contractor must perform repairs in accordance with the provisions of the contract including timeliness of response, invoicing, thresholds, replacement part quality standards, and warranty provisions.	
Safety and environmental management.	Scheduling and record keeping.	All required safety and environmental tests, certifications, permits and other procedures required in this document must be scheduled in the CMMS work order system, and documented in the CMMS. In addition, the Contractor must maintain copies of all such tests, certifications, permits and other required records	
	Refrigerant control and certification.	The Contractor must control refrigerants and maintain records in accordance with EPA, ***, and appropriate Air Quality Management District standards. The Contractor	



<b>Performance-Based Task</b>	<b>Services to Be Inspected</b>	<b>Standard for Successful Performance</b>	<b>Quality Assurance Surveillance Method</b>
		must take immediate action to contain refrigerant leaks and must report any leaks to the COR.	
	AQMD operating permits.	The Contractor must be familiar with the requirements of the local Air Quality Management District (AQMD), and shall be responsible for obtaining operating permits for boilers, generators, and other emissions-producing equipment regulated by the district.	
	Underground storage tanks.	The Contractor is responsible for complying with all Federal, State, and local requirements for the periodic inspection, monitoring, permitting, certification and maintenance of underground storage tanks.	
	Polychlorinated biphenyls (PCBs) control.	The Contractor must inspect all transformers containing (PCBs) and maintain records of such inspections in accordance with State, local, and Environmental Protection Agency (EPA) regulations.	
	Hazardous waste.	The Contractor must be cognizant of, and comply with, all Federal, State, and local laws and regulations related to the disposal (landfill, sewer discharge, etc.) of hazardous waste and materials used or removed in the performance of the contract or discharged by the building, and must comply with all such requirements, to include record keeping	

<b>Performance-Based Task</b>	<b>Services to Be Inspected</b>	<b>Standard for Successful Performance</b>	<b>Quality Assurance Surveillance Method</b>
		requirements.	
	Electrical safety.	The contractor must comply with NFPA 70E when working on or around electrical equipment or systems. The Contractor must ensure that areas restricted to qualified personnel are secured and properly labeled.	
	Lock out/tag out.	The Contractor must develop a lockout/tag out program in accordance with 29 CFR 1910. The program must include all anticipated energy sources, including but not limited to electricity, steam, pressurized fluids, and mechanical energy.	
	Confined spaces.	<p>The Contractor must identify and label all confined spaces in accordance with OSHA requirements.</p> <p>The Contractor must develop a confined space entry permit system for all permit- required confined spaces within 60 calendar days of commencement of the contract.</p>	
	Asbestos management.	The Contractor shall be expected to occasionally perform Class III and Class IV asbestos work as defined in 29 CFR 1910.26.1101. The Contractor must be prepared to deal with asbestos on a small scale, short duration basis to effect emergency repairs and to clean up small spills. The Contractor must protect building tenants, visitors, and employees from	

<b>Performance-Based Task</b>	<b>Services to Be Inspected</b>	<b>Standard for Successful Performance</b>	<b>Quality Assurance Surveillance Method</b>
		asbestos exposure. The Contractor must comply with applicable National Institute of Building Sciences (NIBS) and OSHA standards.	
	Hazardous materials.	The Contractor must make material safety data sheets (MSDSs) available to their employees in accordance with 29 CFR 1910.1200.	
	Boiler/pressure vessel operation and inspection standards.	All tests must be done in accordance with ASME Boiler and Pressure vessel Code, National Board Inspection Code (NBIC), and EPA and local AQMD requirements.	
	Backflow prevention devices.	Backflow prevention devices used on water- based fire suppression systems must be inspected, tested and maintained according to NFPA 25.	
	Potable water systems.	The Contractor must comply with the Safe Drinking Water Act, PL 99-339, as amended, and the EPA Safe Drinking Water regulations (40 CFR 141.43, sections A and D), that address the quantity of lead allowable in new installations or repairs to existing drinking water systems and/or plumbing. Potable water systems which are repaired, modified, serviced, or breeched in any way must be disinfected and flushed prior to returning the system to service.	

Performance-Based Task	Services to Be Inspected	Standard for Successful Performance	Quality Assurance Surveillance Method
Fire Protection and Life Safety Equipment and Systems.	Fire alarm system.	<p>The Contractor is responsible for meeting the inspection, maintenance, testing frequencies, and testing methods outlined in NFPA 72. Documentation of the above mentioned inspection, maintenance, and testing results must be recorded on the applicable Inspection and Testing Form from NFPA 72.</p> <p>All fire alarm testing, with the exception of interconnected building functions, must be performed after normal working hours.</p> <p>Testing of the interconnected building functions, including, but not limited to, air handler shutdown, damper control, elevator recall, egress door unlocking, etc., must be performed during hours the interconnected equipment is active.</p> <p>The testing of the fire alarm system shall not be considered complete without the testing of interconnected equipment.</p> <p>The Contractor must provide a fire watch in areas left unprotected until the fire alarm system is completely restored to service. In no case shall the fire alarm systems be left in a disabled condition without notifying the COR.</p> <p>The Contractor must ensure that the fire alarm system is maintained operable at all times except while being tested or repaired. It is essential that the Contractor</p>	

Performance-Based Task	Services to Be Inspected	Standard for Successful Performance	Quality Assurance Surveillance Method
		<p>carefully schedule with the building manager all non emergency shutdowns of the fire alarm system and that back up protection be provided by the Contractor (arrangement of additional personnel stationed at the fire alarm system control panel) any time the fire alarm system is out of service for more than 4 hours. In addition, regardless of the duration of the shutdown, the affected portion of the system must be tested to ensure that the protection has been restored.</p> <p>The Contractor must utilize responsible, capable, NICET-certified, employees (see section H15.3.1, Qualifications of Fire Alarm System Technicians contained in this document) in the performance of any task required in this document.</p>	
	Fire alarm system central station monitoring.	<p>The Contractor must maintain a UL-listed central station monitoring service for fire alarm system monitoring and must maintain lines, transmitters and related equipment and materials, to connect to such service.</p> <p>During any period in which there is no central station monitoring, the Contractor must maintain a fire watch in accordance with *** guidelines.</p>	
	Water-based fire suppression system	The Contractor is responsible for meeting the inspection, maintenance, testing	

Performance-Based Task	Services to Be Inspected	Standard for Successful Performance	Quality Assurance Surveillance Method
	inspection.	<p>frequencies and testing methods outlined in NFPA 25. Documentation of the inspection, maintenance, and testing results must be recorded on the applicable suggested form, as found in current edition of NFPA 25.</p> <p>All water-based fire suppression system testing must be performed after normal working hours unless approved otherwise by the COR. The Contractor must provide a fire watch in areas left unprotected until the water-based fire suppression system is completely restored to service. In no case must any water based fire suppression system be left in a disabled condition without notifying the COR.</p> <p>The Contractor must ensure that the sprinkler system is maintained and operable at all times except while being tested or repaired. It is essential that the Contractor carefully schedule with the building manager and COR all non emergency shutdowns of the sprinkler system and that back up protection be provided by the Contractor any time the sprinkler system is out of service for more than 4 hours. In addition, regardless of the duration of the shutdown, the affected portion of the system must be tested to ensure that the protection has been restored.</p> <p>The Contractor must utilize</p>	

<b>Performance-Based Task</b>	<b>Services to Be Inspected</b>	<b>Standard for Successful Performance</b>	<b>Quality Assurance Surveillance Method</b>
		responsible, capable, NICET-certified employees (see section H15.3.1, Qualifications of Fire Alarm System Technicians contained in this document) in the performance of any task associated with this contract.	
	Fire doors and other opening protectives.	<p>The Contractor must perform inspections, tests and maintenance or repairs in accordance with the current edition of NFPA 80.</p> <p>The Contractor is responsible for meeting the inspection, maintenance, testing frequencies, testing methods, and documentation requirements outlined in NFPA 80.</p>	
	Fire and combination fire/smoke dampers.	<p>The Contractor must perform inspections, tests, and maintenance or repairs in accordance with the current edition of NFPA 80.</p> <p>The Contractor is responsible for meeting the inspection, maintenance, testing frequencies, testing methods, and documentation requirements outlined in NFPA 80.</p>	
	Smoke doors and other opening protectives.	<p>The Contractor must perform inspections, tests, and maintenance or repairs in accordance with the current edition of NFPA 105.</p> <p>The Contractor is responsible for meeting the inspection, maintenance, testing frequencies, testing methods, and documentation</p>	

Performance-Based Task	Services to Be Inspected	Standard for Successful Performance	Quality Assurance Surveillance Method
		requirements outlined in NFPA 105.	
	Smoke dampers.	<p>The Contractor must perform inspections, tests and maintenance or repairs in accordance with the current edition of NFPA 105.</p> <p>The Contractor is responsible for meeting the inspection, maintenance, testing frequencies, testing methods, and documentation requirements outlined in NFPA 105.</p>	
	Portable fire extinguishers.	<p>The Contractor must perform inspections, tests, and maintenance or repairs in accordance with the current edition of NFPA 10.</p> <p>The Contractor is responsible for meeting the inspection, maintenance, testing frequencies, testing methods, and documentation requirements outlined in NFPA 10.</p>	
	Non-water based fire extinguishing systems.	<p>The Contractor must perform inspections, tests and maintenance in accordance with the current edition of the applicable NFPA standards (e.g., NFPA 12, 12A, 17, 17A, 96, 2001, etc.).</p> <p>The Contractor is responsible for meeting the inspection, maintenance, testing frequencies, testing methods, and documentation requirements outlined in the applicable NFPA standards (e.g., NFPA 12, 12A, 17, 17A,</p>	



Performance-Based Task	Services to Be Inspected	Standard for Successful Performance	Quality Assurance Surveillance Method
		96, 2001, etc.).	
	Smoke control systems.	<p>The Contractor must perform inspections, tests, and maintenance or repairs in accordance with the current edition of NFPA 92A.</p> <p>The Contractor is responsible for meeting the inspection, maintenance, testing frequencies, testing methods, and documentation requirements outlined in NFPA 92A.</p>	
	Smoke management systems.	<p>The Contractor must perform inspections, tests, and maintenance or repairs in accordance with the current edition of NFPA 92B.</p> <p>The Contractor is responsible for meeting the inspection, maintenance, testing frequencies, testing methods, and documentation requirements outlined in NFPA 92B.</p>	
	Emergency and standby power systems.	<p>The Contractor must perform inspections, tests, and maintenance in accordance with the current edition of the applicable NFPA standards (e.g., NFPA 110 and 111).</p> <p>The Contractor is responsible for meeting the inspection, maintenance, testing frequencies, testing methods, and documentation requirements outlined in the applicable NFPA standards (e.g., NFPA 110 and 111)</p>	
	Emergency lighting and	The Contractor must perform inspections, tests, and	

<b>Performance-Based Task</b>	<b>Services to Be Inspected</b>	<b>Standard for Successful Performance</b>	<b>Quality Assurance Surveillance Method</b>
	exit signage.	<p>maintenance or repairs in accordance with the current edition of NFPA 101.</p> <p>The Contractor is responsible for meeting the inspection, maintenance, testing frequencies, testing methods, and documentation requirements outlined in NFPA 101.</p>	
Miscellaneous work.	The Contractor must provide labor hours and parts and supplies as requested by the COR or designee.	The Contractor must provide labor hours as requested by the COR to perform tasks in a timely manner.	

#### J.4. CUSTODIAL AND GROUNDS MAINTENANCE AND RELATED SERVICES QASP STANDARDS

Performance-based Task	Services to be inspected	Standard for successful performance	Quality Assurance Surveillance Method
Contractor shall clean floors (Standard Services).	<u>FLOOR CARE</u>		The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.
	<u>BARE FLOORS</u>	Floors, base moldings and grout shall be clean and free of debris, including but not limited to, (dirt, water streaks, mop marks, string, gum, tar and other foreign matter). The floors shall maintain their natural luster and not have a dull appearance.	
	ADP Floors	Damp mopping shall be the only method of wet cleaning for floors in Automated Data Processing (ADP) space.	
	Asphalt Floors	Damp mopping shall be the only method of wet cleaning for floors containing asphalt material.	
	Granite and Marble Floors	All applicable floor areas shall be maintained in accordance with industry standards.	
	Loading Dock Floors	Spill residue and clean-up materials shall be disposed of in accordance with the Environmental Protection Agency (EPA), and State and local regulatory agency requirements.	
	Postal Floors	Refer to the Standard Services – Interior Section on Postal Space	
	Strip and Finish	The old finish or wax shall be removed and new	

Performance-based Task	Services to be inspected	Standard for successful performance	Quality Assurance Surveillance Method
	Sealing	<p>sealant applied in accordance with standard commercial practices.</p> <p>Spots shall be eliminated. There shall be no evidence of gum, rust, burns, or scuffmarks, or wax build-up in corners or crevices.</p> <p>UNDER NO CIRCUMSTANCES SHALL BURNISHING, HIGH SPEED BUFFING OR DRY STRIPPING METHODS BE USED.</p> <p>Sealant must adhere to the floor.</p> <p>Floor areas must be evenly coated with a slip resistant seal.</p>	
	Wood Floors	<p>There shall be no water solutions used on wood flooring. There shall be no dry stripping methods used on wood flooring.</p>	
Contractor shall clean carpeted floors (Standard Services).	<u>CARPETED FLOORS</u>	<p>Free of visible dirt, dust, and other debris.</p> <p>No removable spots, smears, crusted material, or spills.</p> <p>No fuzzing caused by harsh rubbing or brushing of carpet.</p>	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.
Contractor shall clean carpets (Standard Services in public areas, Above Standard Services in tenant areas).	<u>CARPET EXTRACTION</u>	<p>Build-up, spills, or crusted material is to be removed along with spots and smears.</p> <p>Cleaned areas of carpets and rugs shall be reasonably blended with</p>	

Performance-based Task	Services to be inspected	Standard for successful performance	Quality Assurance Surveillance Method
		surrounding carpets.	
Contractor shall clean mats and runners (Standard Services).	<u>MATS AND RUNNERS</u>	<p>Mats and runners shall be free of removable spots, soiled traffic patterns, dirt, debris, gum and crusted material.</p> <p>There shall be no areas of deterioration or fuzzing as a result of harsh brushing or scrubbing.</p>	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.
Contractor shall clean drinking fountains, restrooms, shower rooms, locker rooms, and holding cells and replenish supplies and fill dispensers (Standard Services).	<u>RESTROOMS, SHOWER ROOMS, LOCKER ROOMS, AND HOLDING CELLS</u>	<p>Areas shall be cleaned with a disinfectant cleaner.</p> <p>Fixtures and surfaces (washbasins, urinals, modesty panels, toilets, shower stalls, drinking fountains, etc.) shall be clean with no dust, spots, soil substances, discoloration, rust, mold, mildew, streaks, build-up, encrustation, or excess moisture.</p> <p>Partitions, doors, vents, sills, and walls shall be free of dust, dirt, bodily fluids, and waste and graffiti.</p> <p>Restrooms, shower rooms, and locker rooms and holding cells shall be free of discarded material and trash shall be emptied to prevent the containers from overflowing.</p> <p>Supplies should be replenished and dispensers filled.</p>	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.

<b>Performance-based Task</b>	<b>Services to be inspected</b>	<b>Standard for successful performance</b>	<b>Quality Assurance Surveillance Method</b>
Contractor shall clean surfaces (Standard Services).	<p><u><b>SURFACES</b></u> Metal, Brass, and Woodwork</p> <p>Glass Surfaces</p>	<p>Surfaces (including corners, crevices, moldings, ledges, hand rails, grills, doors, door knobs, door frames, kick plates, etc.) shall be free of dust, streaks, spots, hand marks, oil, smudges, dirt, soil substances, rust, encrustation, and streaks.</p> <p>All glass, clear partitions, mirror surfaces, bookcases, and other glass (within approximately 70 inches of the floor) shall be clean and free of dirt, dust, streaks, smudges, watermarks, spots and grime, and shall not be cloudy.</p> <p>There shall be no water spots on the glass or adjacent fixtures and furniture.</p>	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.
Contractor shall clean walls (Standard Services).	<u><b>WALLS</b></u>	Free of smudges, marks, dirt, and spots with no discoloration.	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.
Contractor shall high clean (Standard Services)	<u><b>HIGH SURFACES</b></u>	Surfaces above 70 inches shall be cleaned free of dirt, dust, and cobwebs. Where glass is present, both sides shall be clean and free of streaks. This does not include removal of vents, tiles, or fixtures.	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.

Performance-based Task	Services to be inspected	Standard for successful performance	Quality Assurance Surveillance Method
Contractor shall collect and remove trash and clean containers (Standard Services).	<u>TRASH, WASTEBASKETS, AND ASH RECEPTACLES</u>	<p>Trash containers shall be emptied and kept clean, odor-free and free of dirt, dust, debris, residue, and spilled material.</p> <p>Plastic liners for all trash, debris containers shall not be torn, worn, or contain residue.</p> <p>All ash receptacles shall be free of dust, ashes, odors, tar, streaks, and tobacco residue.</p>	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.
Contractor shall clean elevators, and stairways (Standard Services).	<u>ELEVATORS, AND STAIRWAYS</u>	<p>Door tracks shall be clean and free of dirt, debris, built up grime, dust, smudges, and other extraneous matter.</p> <p>Surfaces shall be clean and free of finger marks, smudges, and spills.</p> <p>Carpets and floors shall be free of removable spots, dirt, and debris.</p> <p>Floors requiring a finish shall be maintained at a high luster.</p> <p>Entrances, landings, railings, treads, risers, ledges, grills, doors, radiators, and surrounding areas shall be free of dirt, dust, litter, and debris.</p>	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.
Contractor shall clean plate glass (Standard Services).	<u>PLATE GLASS (all glass including glass over and in exterior and vestibule doors, all plate glass around entrances, lobbies vestibules, and spandrel)</u>	Plate glass shall be clean and free of dirt, grime, streaks and moisture, and shall not be cloudy.	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.

<b>Performance-based Task</b>	<b>Services to be inspected</b>	<b>Standard for successful performance</b>	<b>Quality Assurance Surveillance Method</b>
Contractor shall police areas (Standard Services).	<u>POLICING (All building areas both interior and exterior</u>	All trash, and other discarded material shall be removed.	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.
Contractor shall clean concessions areas (Standard Services).	<u>CONCESSIONS</u>	Public areas shall be clean, sanitized, free of spillages, food crumbs, spots, smudges, marks, and soil	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.
Contractor shall clean Postal Space (Standard Services).	<u>POSTAL SPACE</u>	<p>All postal floors shall be free of dirt, dust, debris, and other foreign matter.</p> <p>If stripping and refinishing is required, finish and wax shall be removed and reapplied in accordance with standard commercial practices.</p> <p>UNDER NO CIRCUMSTANCES SHALL BURNISHING, HIGH SPEED BUFFING OR DRY STRIPPING METHODS BE USED.</p>	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.
Contractor shall clean fitness center, health units, and laboratories (Standard Services).	<u>FITNESS CENTERS, HEALTH UNITS, AND LABORATORIES</u>	<p>Areas such as the fitness centers, health units, and laboratories, shall be cleaned with disinfectant.</p> <p>All metal (door frames and handles, fixtures, equipment) and glazed surfaces (including partitions), shall be free of smears, finger marks, and streaks and shall maintain a uniform luster.</p>	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.



Performance-based Task	Services to be inspected	Standard for successful performance	Quality Assurance Surveillance Method
Contractor shall clean hard surface areas (Standard Services).	<u>HARD SURFACE AREAS</u> (sidewalks, brick areas, hard surfaces, parking areas, garages, docks, etc.)	<p>Shall be clean and free of dirt, debris, gum, litter, gravel, weeds, oil, and grease.</p> <p>No residual dirt shall remain after the removal of the debris.</p> <p>Shall be clean and free of excrement.</p>	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.
Contractor shall clean exterior surfaces (Standard Services).	<u>EXTERIOR SURFACES</u> (signs, tables, etc.)	Shall be clean, with no dirt, dust, residue, streaks, spots, soil substances, discoloration, or rust.	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.
Contractor shall perform snow and ice removal (Standard Services. Snow and ice removal requiring heavy equipment is Above Standard Services).	<u>SNOW AND ICE REMOVAL</u>	Entrances, steps, landings, sidewalks, and approaches shall be free of snow and ice which may cause slip hazard.	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.
Contractor shall maintain grounds (Standard Services)	<u>GROUNDS MAINTENANCE</u>	<p>Maintain all plants, trees, shrubs, ground cover, and lawns in a manner that prolongs life and sustains an attractive, healthy appearance and free from pests.</p> <p>Entrances and Exits shall not be wet from watering, during the arrival and departure of occupants and visitors.</p>	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.
Contractor shall provide recycling services (Standard	<u>RECYCLING</u>	Recyclables shall be transported from recycling bins to storage containers	The Government may evaluate performance based on any or all of

<b>Performance-based Task</b>	<b>Services to be inspected</b>	<b>Standard for successful performance</b>	<b>Quality Assurance Surveillance Method</b>
Services).		in designated area.  Recyclables shall be removed from the premises.	the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.
Contractor shall provide surveillance, trapping, extermination and pesticide application components of the integrated pest management (IPM) program (Standard Services).	<u>IPM INITIAL ASSESSMENT INSPECTION</u>	Shall provide a thorough initial inspection of interior space and exterior grounds and paved areas.  Shall identify all areas including equipment, structural features or practices that contribute to pest infestation.	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.
Contractor shall provide a Pest Control Plan (Standard Services).	<u>IPM PLANS</u>	Shall obtain approval from the COR <u>BEFORE</u> treatment is rendered.	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.
Contractor shall use Integrated Pest Management methods to control pests (Standard Services).	<u>NON-PESTICIDE PRODUCTS AND USE</u>	Shall use non-pesticide methods of control whenever and wherever possible.	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.
<b>Performance-based Task</b>	<b>Services to be inspected</b>	<b>Standard for successful performance</b>	<b>Quality Assurance Surveillance Method</b>
Contractor shall clean floors (Standard Services).	<u>FLOOR CARE</u>  <u>BARE FLOORS</u>	Floors, base moldings and grout shall be clean and free of debris, including but not limited to, (dirt, water streaks, mop marks, string, gum, tar and other foreign matter). The floors shall maintain their natural luster and not have	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.

Performance-based Task	Services to be inspected	Standard for successful performance	Quality Assurance Surveillance Method
	ADP Floors	a dull appearance.  Damp mopping shall be the only method of wet cleaning for floors in Automated Data Processing (ADP) space.	
	Asphalt Floors	Damp mopping shall be the only method of wet cleaning for floors containing asphalt material.	
	Granite and Marble Floors	All applicable floor areas shall be maintained in accordance with industry standards.	
	Loading Dock Floors	Spill residue and clean-up materials shall be disposed of in accordance with the Environmental Protection Agency (EPA), and State and local regulatory agency requirements.	
	Postal Floors	Refer to the Standard Services – Interior Section on Postal Space	
	Strip and Finish	The old finish or wax shall be removed and new sealant applied in accordance with standard commercial practices.  Spots shall be eliminated. There shall be no evidence of gum, rust, burns, or scuffmarks, or wax build-up in corners or crevices.  UNDER NO CIRCUMSTANCES SHALL BURNISHING, HIGH SPEED BUFFING OR DRY STRIPPING	

Performance-based Task	Services to be inspected	Standard for successful performance	Quality Assurance Surveillance Method
	Sealing	METHODS BE USED.  Sealant must adhere to the floor.  Floor areas must be evenly coated with a slip resistant seal.	
	Wood Floors	There shall be no water solutions used on wood flooring. There shall be no dry stripping methods used on wood flooring.	
Contractor shall clean carpeted floors (Standard Services).	<u>CARPETED FLOORS</u>	Free of visible dirt, dust, and other debris.  No removable spots, smears, crusted material, or spills.  No fuzzing caused by harsh rubbing or brushing of carpet.	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.
Contractor shall clean carpets (Standard Services in public areas, Above Standard Services in tenant areas).	<u>CARPET EXTRACTION</u>	Build-up, spills, or crusted material is to be removed along with spots and smears.  Cleaned areas of carpets and rugs shall be reasonably blended with surrounding carpets.	
Contractor shall clean mats and runners (Standard Services).	<u>MATS AND RUNNERS</u>	Mats and runners shall be free of removable spots, soiled traffic patterns, dirt, debris, gum and crusted material.  There shall be no areas of deterioration or fuzzing as a result of harsh brushing or scrubbing.	The Government may evaluate performance based on any or all of the following: tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.
Contractor shall clean drinking fountains, restrooms, shower rooms, locker rooms,	<u>RESTROOMS, SHOWER ROOMS, LOCKER ROOMS, AND HOLDING CELLS</u>	Areas shall be cleaned with a disinfectant cleaner.  Fixtures and surfaces	

Performance-based Task	Services to be inspected	Standard for successful performance	Quality Assurance Surveillance Method
and holding cells and replenish supplies and fill dispensers (Standard Services).		<p>(washbasins, urinals, modesty panels, toilets, shower stalls, drinking fountains, etc.) shall be clean with no dust, spots, soil substances, discoloration, rust, mold, mildew, streaks, build-up, encrustation, or excess moisture.</p> <p>Partitions, doors, vents, sills, and walls shall be free of dust, dirt, bodily fluids, and waste and graffiti.</p> <p>Restrooms, shower rooms, and locker rooms and holding cells shall be free of discarded material and trash shall be emptied to prevent the containers from overflowing.</p> <p>Supplies should be replenished and dispensers filled.</p>	satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.

Custodial and Grounds Maintenance and Related Services Inspection Form: The \*\*\* or equivalent forms will be used to document and evaluate the Contractor's performance. The COR will evaluate each event in accordance with the performance standards and performance requirements stated in the PBSOW. All tasks that are considered to have unacceptable performance shall be substantiated and documented on the \*\*\* form or equivalent. The form will be completed and submitted to the Contractor within 24 hours. The Contractor shall return the \*\*\* form or equivalent identifying the corrective action taken within time allotted by the COR.

Monthly CO Report: At the end of each month the COR will summarize the overall results of the Contractor's performance for the previous month and send to the CO. If appropriate, the CO may investigate the event(s) further to determine if all the facts and circumstances surrounding the event(s) are accurate. The CO may discuss with the Contractor an event or trend that indicates unacceptable performance.

## **J.5. (RESERVED)**

## **J.6. \*\*\* – CONTRACT INSPECTION REPORT FOR CUSTODIAL AND GROUNDS MAINTENANCE AND RELATED SERVICES**

This form shall be filled out and submitted to the contractor when deficiencies are found during the COR's inspections.

# CONTRACT INSPECTION REPORT

INSTRUCTIONS: Form is used for inspection of contract cleaning by inspectors to record results. The condition of area(s) inspected will be rated SATISFACTORY or UNSATISFACTORY. Explain unsatisfactory rating in remarks column and complete quantity column.

[illegible]

\*\*\*

## J.7. QUALITY DEFICIENCY NOTICE FOR CUSTODIAL AND GROUNDS MAINTENANCE AND RELATED SERVICES

This form shall be filled out and submitted to the contractor when deficiencies are found during the COR's inspections.

### QUALITY DEFICIENCY NOTICE

NAME OF CONTRACTOR

**XXXX Cleaning Services  
333 Smith St. Ste. 201  
San Francisco, CA 94102**

CONTRACTOR ADDRESS

CONTRACT NO. GS-09P-06-KSD-0000

A deficiency exists in your quality control system. The nature of the deficiency is

**Continuous findings on 3rd floor men's restroom (M) 3-5171-Rust on toilet base under bolt of toilet. Rust needs to be removed and base needs to be cleaned.**

Immediate action is required to correct the deficiency and the condition that caused it. Failure to take acceptable corrective action on time may result in termination of your right to proceed with this contract.

Please provide a written response of corrective action taken to the COR within \_\_\_\_\_ workdays after receiving this notice.

OAS NAME AND SIGNATURE  
ADDRESS

**COR**

\*\*\*

**11/5/06**

DATE

\*\*\*\*

RECEIPT ACKNOWLEDGED

CERTIFIED RECEIPT NO.

### EVALUATION OF CORRECTION ACTION

☐

Corrective action verified and found acceptable

☐

Corrective action not acceptable and /or not implemented (Explain below)

**This matter is being referred to the CO for action. Direct further correspondence on this matter to the CO.**

QAS SIGNATURE

DATE

RECEIPT ACKNOWLEDGED

DATE

## J.8. QASP MONTHLY INSPECTION REPORT FOR CUSTODIAL AND GROUNDS MAINTENANCE AND RELATED SERVICES

**BUILDING NAME & LOCATION:** \*\*\*

**CONTRACT NO.:** \_\_\_\_\_ \*\*\*

**CONTRACTOR NAME:** XXX Cleaning Service

Please report all deficiencies found during the previous month inspection(s). Attach copies of all \*\*\* submitted to the contractor with this form. If there were no deficiencies, please submit this form indicating there were no deficiencies reported for the month. This form will become a part of the official QA documentation.

DEFICIENCIES & CORRECTIVE ACTIONS	COMMENTS
Documented on the Contract Cleaning Inspection Reports	All deficiencies minor, corrected by the contractor

**COR**

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_



## J.9. COR's CHECKLIST FOR INSPECTIONS OF CUSTODIAL AND GROUNDS MAINTENANCE AND RELATED SERVICES

	CUSTODIAL AND RELATED SERVICES	COMMENTS
	<b>Submittals:</b> -a list of names and telephone numbers of on-site supervisors -security clearance documentation (current & new employees) - work schedules - floor maintenance schedules - MSDS documentation - initial IPM inspection report	
	<b>Quality Control Program (QCP)</b> - description of training programs - description of disciplinary procedures - description of contingency plan for separation of employees	
	<b>Inspection Reports</b>	
	<b>Service Call Logs</b>	
	<b>Tenant Reports</b>	
	<b>Integrated Pest Management (IPM) Quarterly Reports</b>	
	<b>Recycling Reports</b>	

**NOTE:** This checklist does NOT represent an all-inclusive list of items that may be reviewed during an inspection. It is provide ONLY as guidance for the COR.

## J.10. SAMPLE OF CONTRACTOR QUOTE FOR REIMBURSABLE REPAIRS

Contractor Reimbursable Repair Quote Example						
Description:						
Duration of Work:						
Proposal Cost						
ITEM	TYPE	DESCRIPTION	QTY	UNITS	UNIT PRICE	SUBTOTAL
	Labor	Specialized Skill	(hours)	hr	\$	\$
	Labor	HVAC Mechanic		hr	i.e. rate in B-3	\$
	Material	(i.e., part #, brand, etc.)		ea	\$	\$
	Material			ea		
	Material			ea		
	Other	*Material Mark Up		ea	\$	\$
		*(as allowed under schedule contract)				
				TOTAL PRICE		\$

TOTAL LABOR = \$

TOTAL MATERIAL = \$

TOTAL OTHER = \$

NOTE 1: If using specialized skilled subcontractor, please keep their proposal on their letterhead. Please include their contact information as well. Subcontractor labor cost should be separate from all other labor. It should be fully broken out as well.

NOTE 2: The more detail on the materials/parts (i.e., part numbers, brands, etc.) the easier \*\*\* can get comparisons to prove fair and reasonable pricing.

NOTE 3: The contractor can provide 3 quotes on open market materials once the amount goes over \$3,000 (micro-purchase threshold). Also provide 3 quotes for specialized skill labor category once the amount goes over \$2,500.00.

\*\*\*NOTE 4: The easiest method for pricing labor is to have the labor rates (that include subcontracting\*) already priced under Section B-3

## **K. REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS/OFFERERS**

### **K.1 PROSPECTIVE CONTRACTORS**

Prospective contractors shall complete electronic annual representations and certifications at <http://orca.bpn.gov> in conjunction with required registration in the Central Contractor Registration (CCR) database (see FAR 4.1102).

**DUNS #:** \_\_\_\_\_ **(REQUIRED OF ALL AWARDEES - See paragraph (b)(2) below)**

#### **FAR CLAUSE 52.204-7 CENTRAL CONTRACTOR REGISTRATION. (APR 2008)**

(a) Definitions. As used in this clause—

“Central Contractor Registration (CCR) database” means the primary Government repository for Contractor information required for the conduct of business with the Government.

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

“Registered in the CCR database” means that—

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record “Active”. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

**(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the CO to verify that the offeror is registered in the CCR database.**

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the CO, the CO will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible CO a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and

procedures specified by the responsible CO. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

#### **FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2011)**

**(Note to Offerors: Since FAR 52.204-7 is included in this solicitation (above), paragraph (d) of the following provision applies, and offerors must complete their annual representations and certifications on-line as described below.)**

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is:

561210 Facilities Support

- (2) The small business size standard is:

\$35.5 million

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

- (b) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.  
(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation.

The offeror shall indicate which option applies by checking one of the following boxes:

**[X] (i) Paragraph (d) applies.**

[ ] (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vi) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.
- (xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvi) 52.225-4, Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.
  - (A) If the acquisition value is less than \$25,000, the basic provision applies.
  - (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
  - (C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.
- (xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.
- (xix) 52.225-25, Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification. This provision applies to all solicitations.

(xx) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

\_\_\_ (i) 52.219-22, Small Disadvantaged Business Status.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

\_\_\_ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

\_\_\_ (iv) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

\_\_\_ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

X (vi) 52.223-13, Certification of Toxic Chemical Release Reporting.

\_\_\_ (vii) 52.227-6, Royalty Information.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.



FAR CLAUSE #	TITLE	DATE	CHANGE

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA. (End of provision)

**FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS. (JAN 2011)** *(The offeror completes paragraph (b)).*

(a) **Definitions.** As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

- (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a

Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in—

- (A) The payment of a monetary fine or penalty of \$5,000 or more; or

- (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

- (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

- (d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

(End of provision)

## **L. INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS/OFFERERS**

### **L.1. PROVISIONS**

#### **FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE. (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): [www.acquisition.gov](http://www.acquisition.gov).

<b>FAR</b>	<b>TITLE</b>	<b>DATE</b>
52.204-6	Data Universal Numbering System (Duns) Number	APR 2008
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.222-24	Pre-Award On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.232-38	Submission Of Electronic Funds Transfer Information With Offer.	MAY 1999
52.237-1	Site Visit	APR 1984

#### **FAR 52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE \*\*\* INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29. (AUG 1998)**

(a) The \*\*\* Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

\*\*\*

(b) If the \*\*\*, \*\*\*, or \*\*\* issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

#### **FAR 52.216-1 TYPE OF CONTRACT. (APR 1984)**

The Government contemplates award of a firm-fixed-price Blanket Purchase Agreement (BPA) resulting from this solicitation.

#### **FAR 52.233-2 SERVICE OF PROTEST. (SEP 2006)**

(a) Protests, as defined in section [31.101](#) of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

\*\*\*

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

#### **\*\*\* Notice Regarding Option(s). (Nov 1992)**

The \*\*\* has included an option to purchase additional quantities of supplies or services” or “extend the term of this BPA” or “purchase additional quantities of supplies or services and to extend the term of this BPA” in order to demonstrate the value it places on quality performance by providing a mechanism for continuing a contractual relationship with a successful Offeror that performs at a level which meets or exceeds \*\*\*’s quality performance expectations as communicated to the Contractor, in writing, by the Contracting Officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the Contractor’s past performance under this BPA in accordance with 48 CFR 517.207.

#### **\*\*\* QUALIFICATIONS OF OFFERORS. (JUN 2009)**

(a) Offers will be considered only from responsible organizations or individuals now or recently engaged in the performance of building service contracts comparable to those described in this solicitation. To determine an Offeror’s qualifications, the Offeror may be requested to furnish a narrative statement listing comparable contracts which it has performed; a general history of its operating organization; and its complete experience. An Offeror may also be required to furnish a statement of its financial resources; show that it has the ability to maintain a staff of regular employees adequate to ensure continuous performance of the work; and, demonstrate that its equipment and/or plant capacity for the work contemplated is sufficient, adequate, and suitable.

(b) Competency in performing comparable building service contracts, demonstration of acceptable financial resources, personnel staffing, plant, equipment, and supply sources will be considered in determining whether an Offeror is responsible.

(c) Prospective Offerors are advised that in evaluating these areas involving any small business concern(s), any negative determinations are subject to the Certificate of Competency procedures set forth in the Federal Acquisition Regulation.

## **L.2. BUILDING TOUR(S) AND INSPECTION OF THE FACILITIES**

- A. **Building(s) Tour.** A tour of the facilities will be provided by \*\*\*, beginning at 10:30 a.m. CDT, \*\*\*. All attendees are to meet the \*\*\* staff in the lobby at the \*\*\*. At that time, the walk-through will commence and a tour will be made of the \*\*\* facility listed in Section B.

A tour of the remaining facilities will continue be provided by \*\*\*, beginning at 8:00 a.m. CDT, \*\*\*. All attendees are to meet the \*\*\* staff at the \*\*\*. At that time, the walk-through will commence and a tour will be made of the facilities in \*\*\* listed in Section B. The walk-through of the facilities in \*\*\* is expected to take the entire day, and will be continued at 8:00 a.m. CDT, \*\*\*.

Offerors are responsible for their own transportation to and from the building. Parking accommodations will not be provided.

- B. **Pre-Quotation Conference.** A pre-quotation conference will be held at \*\*\*, starting at 12:30 p.m. CDT, \*\*\*. The purpose of the conference is to provide a briefing of the contracting concept, the scope of work, the specifications, and to allow prospective Offerors the opportunity to ascertain the complexities and the location of the services to be performed, along with the general and local conditions which could materially affect conduct of operations and the costs involved.

The Government considers attendance at this conference vital to the preparation of a competitive offer. It will enable the Contractor to become acquainted with the areas to be serviced, and to be aware of the specific problem areas which require special attention or services. Failure to attend this meeting may not be used as an excuse for omissions or miscalculations in offers. It is emphasized that it is more advantageous for each offer to have qualified representation at the pre-quotation conference.

While the conference will provide an opportunity to discuss and clarify the solicitation provisions, **nothing said or represented in the conference shall be deemed to modify the solicitation requirements unless followed by a written amendment.** Offerors are strongly encouraged to submit questions relative to the solicitation document in advance of the meeting, in writing, to the CO, so the Government representatives may prepare responses prior to the conference. Offerors' participation is encouraged, although attendance is not mandatory. A summary of the topics discussed at the conference will be provided to all prospective Offerors.

Seating capacity is limited and available on a first come, first served basis. Individuals who plan to attend are requested to contact \*\*\* Facility Manager \*\*\* at \*\*\* \*, not later than 3:00 P.M. CDT on \*\*\*, to enable a count of attendance.

It is requested that questions be mailed or emailed, not later than 12:00 p.m. on Wednesday, \*\*\*, to the following:

\*\*\*\*

- C. **Inspection of Facilities.** Prospective Contractors are encouraged to make an on-site, in-depth review of the facilities, equipment, job requirements, etc. All data, PM guides etc., in this solicitation and referenced as being in the Reference Library are the Government's best information available. The Library is available during the hours of **8:00 a.m. to 4:00 p.m. Monday through Friday, excluding Federal holidays**, and is

located at the address shown below. It will be incumbent upon the Contractor to develop his operating plan based on actual equipment inventory, job requirements, site conditions, etc.

\*\*\*\*

Aside from the scheduled tour referenced above and because of the potential for disruption to governmental activities, particularly in the \*\*\*, and other tenant areas, additional access to non-public areas of the building(s)/facility(s) for inspection purposes may not be possible.

### **L.3. INSTRUCTIONS FOR SUBMITTING QUOTATIONS**

A. General: The instructions below provide guidance for the preparation and submission of quotes. Their purpose is to establish requirements for the format and content of the quotes so that the quotes are complete, contain all essential information and can be evaluated equitably. The Government will evaluate quotes in accordance with the evaluation criteria set forth in Section M of this solicitation. The proposal submission shall be clear, concise, and shall include sufficient detail to evaluate and substantiate the validity of stated claims. Vendors shall assume that the Government has no prior knowledge of the company's capability and experience. Non-compliance may result in the Vendor being ineligible for award. All quote information is subject to verification by the Government. All information within the page limitations of the solicitation is subject to evaluation.

B. Submission and Content of Proposals:

(1) Proposals shall be submitted in two (2) separate parts:

(a) Part One - Technical Proposal

(i) Past Performance of the Firm

(ii) Experience of the Firm

(iii) Management Plan

(b) Part Two - Price Proposal

(2) Submission.

Offerors shall submit 1 electronic (CD/DVD) and 3 paper copies of Part One - Technical Proposal and 1 electronic (CD/DVD) and 3 paper copies of Part Two - Price Proposal, prepared in conformance with the outline detailed in this section.

Part One – Technical Proposal shall be in a separate sealed package and contain 1 electronic (CD/DVD) and 3 paper copies of the Technical Proposal, marked “TECHNICAL PROPOSAL for Full Maintenance Services and O&M Services for

\*\*\*.”

Part Two – Price Proposal shall be in a separate sealed package and contain 1 electronic (CD/DVD) and 3 paper copies of the Price Proposal, marked “PRICE PROPOSAL for Full Maintenance Services and O&M Services for \*\*\*.”.

Part One and Part Two of these packages shall be sealed in a third package and/or container, marked “PROPOSAL for Full Maintenance Services and O&M Services for \*\*\*.”

Technical and Price Proposal shall be submitted to:

**Fed Ex/UPS/US Mail/Hand-delivery**

\*\*\*

(3) Format and Page Limitation: The technical proposal submitted by each offeror shall be no more than **15 pages** in combined total, excluding the “Past Performance Questionnaire” forms which are completed and submitted directly by the references.

(a) Page size shall be 8.5 x 11 inches;

(b) Pages shall be single-spaced;

(c) The font size shall be no less than eleven (11) point except for tables, charts, graphs and figures, which shall be no smaller than eight (8) point; text in “screen shot”, intended for representation of the actual item, are exempt from font size requirements when there is accompanying text explaining them;

(d) Top and bottom margins shall be at least one-inch. Margins may contain a disclaimer regarding proprietary information in the footer and provide corporate logos in the header within the one-inch top and bottom margins. Side margins shall be at least ¾-inch;

(e) Tables, charts, graphs and figures may be used wherever practical to depict systems and layout, implementation schedules and plans; and

(f) The electronic copy of the Technical and Price Proposal shall be provided on CD-R (not CD-RW) compact disks, using Microsoft Word 2007 (.docx format) and Microsoft Excel 2007 (.xlsx format). All CD-R compact disk(s) shall be labeled with the solicitation number, company name and date. Offerors shall ensure that all disks are virus free. Nothing may be on the disks except the proposal files.

(4) Acceptance Period.

The Government requires a minimum acceptance period of not less than **120** calendar days. "Acceptance period," as used in this provision, means the number of calendar days available to the Government for awarding a Contract from the date specified in this solicitation for receipt of quotes. Vendors may only specify a longer acceptance period than the Government's minimum requirement.

The Vendor must fill out their address, phone number, and authorized representative to commit the Vendor to contractual obligations (Block 17a and 17b (if applicable) of each SF 1449). The address must match the information in the Central Contractor Registration (CCR).

The Vendor must sign and date (Blocks 30a, 30b and 30c of the SF 1449) to constitute the Vendor's acceptance of the terms and conditions of the solicitation.

The Vendor must acknowledge receipt of any amendments to this solicitation in each Amendment.

## **L.4. TECHNICAL QUOTATION SUBMISSION REQUIREMENTS**

The technical quotation submission requirements and outline, as set forth below, shall be in consideration of the required services as described in Section C. Technical qualifications, when combined, are **significantly** more important than price. The following 3 Evaluation Criteria are of equal importance:

### **(a) PAST PERFORMANCE**

#### **(1) Past Performance References – 3 Page Limitation**

Past performance projects must be **completed or ongoing** within the last **5** years of the solicitation date and when combined, provide at least **3** years experience. Experience on any single project must be of at least 1 year in duration. **NOTE: 3 one-year same service contracts which run concurrently will not meet the 3 year contract experience requirement.** For SBA approved joint ventures past performance records of both firms (not individuals) will be considered. Past performance history of proposed subcontractor or key personnel will **not** be considered. In addition to CPARS (Ref. G.4) or the Past Performance Information Retrieval System (PPIRS), past performance evaluation may be supplemented by recent and relevant past performance information that was gathered under an earlier solicitations.

The offeror must submit **5** past performance references including the following contract and respondent information **only**. All 5 past performance references combined shall not exceed a combined total of **3** pages.

#### **Contract Identification:**

Contractor Name:

Contract Number:

Contract Scope: *[Indicate type of contract (full maintenance, custodial, operations and maintenance, facility management, etc.)]*

Dates of Contract Performance (Start/End)

Square Footage of Each Building:

Type of Space Serviced (multi-story office buildings, courthouses, parking garages, parking lots, etc.):

Building Name, Address, City, and State of space serviced:

Total Contract Value (including options):

Control: Indicate whether on-site supervisor/project manager has autonomous authority to hire/fire personnel and to purchase needed supplies, materials, and equipment.



Complexity: List any special mechanical equipment, operations that exceed 10 hours per day (e.g., courts), locations with heavy visitor traffic or high maintenance tenants, (e.g., MEPS, SSA, IRS, CBP, and INS), etc.

Respondent Identification:

Name:

Title:

Agency/Company:

Address:

Telephone:

E-mail:

**(2) Past Performance Questionnaires submitted – No Page Limitation**

Past Performance Questionnaires submitted will not be counted as part of the 3 page Past Performance References page limitation.

The Offeror is responsible for sending Past Performance Questionnaires to at least **3** of their customers prior to the closing date of this solicitation. At least **3** Past Performance Questionnaires **must** be chosen from the list of 5 Past Performance References submitted above.

The one **(1)** page “Past Performance Questionnaire” attached to this solicitation **must** be utilized for this purpose. See the Microsoft Excel Attachment titled, “Past Performance Questionnaire”. No other questionnaire template will be considered.

Past Performance Questionnaires must be received by the Contract Specialist by the due date for receipt of proposals.

A representative sample of at least 3 references must be submitted. It is the Offeror’s responsibility to ensure that their references submit the past performance questionnaires.

The Offeror shall **e-mail** the Past Performance Questionnaires to the Past Performance References and instruct the references to **e-mail** their responses directly to the \*\*\* Contract Specialist, \*\*\*, at **xxx.xxx@xxx.xxx**. Contractor can mail this same information to the address shown below, but must be received by the same date stated below for the email response.

An Optional e-mail instruction is provided below to assist in requesting this information:

*We are preparing a Proposal for Full Maintenance Services and O&M Services for \*\*\*. The solicitation requires submission of Past Performance Questionnaires. See attached Past Performance Questionnaire.*

*In accordance with the solicitation instructions, the following Past Performance Questionnaire must be filled out **and e-mailed to the Contract Specialist, \*\*\*, at \*\*\**** Contractor can mail this same information to the address below, but must be received by the same date stated below for the email response.

*If you have questions you may contact \*\*\* by telephone or e-mail at the following location.*

\*\*\*

Please ensure the Past Performance Questionnaire is received by the Contract Specialist on or before Friday, \*\*, 3:30 p.m. CST. The e-mail subject line should be marked “Past Performance Questionnaire – Solicitation for Full Maintenance and O&M Services for \*\*\*”

**(b) MANAGEMENT PLAN.**

Offeror’s Management Plan must demonstrate that all the services required by this solicitation will be satisfactorily performed (these services are listed in Section C). The staffing/labor mix proposed and accepted at the time of the contract award must be adhered to for the Base year period of performance. 60 days prior to issuance of the first (1<sup>st</sup>) Option Period, an annual review of the mix of labor will be conducted. Any requests for changes to the Management Plan may be submitted and considered at that time. Any deviation from the accepted Management Plan may result in deductions in accordance with the formula identified in the Criteria for Deductions.

(1) A Staffing Plan template (Figure L-1) must be utilized and is attached as a separate document. This plan must provide supervisory and productive work schedules indicating classification of employees for each facility covered by the specification.

The Management Plan Worksheet does **not** count towards the page limitation for the technical proposal.

**Worksheet Instructions.**

The Management Plan Worksheet attached to this solicitation **must** be utilized for this purpose. See the Microsoft Excel Attachment titled, “Management Plan Worksheet”. No other Management Plan Worksheet will be considered.

The Management Plan Worksheet must be filled out according to the following instructions.

- (i) An example has been provided as a guide for how to fill out the worksheet only.
- (ii) Boxes highlighted in blue are the only input areas allowed by the Vendor. After inputting the numerical data, the Excel spreadsheet will automatically calculate in the white boxes.
- (iii) The Management Plan Worksheet must include supervisory and productive work schedules indicating classification of employees for each facility covered by the Statement of Work.
- (iv) Work schedules must be broken out according to LOCATION – See Section C.1
- (v) The labor DISCIPLINE must match the discipline as stated in the Department of Labor Wage Determination or CBA as applicable.

(vi) ANNUAL HOURS for each discipline listed can only be entered as Column C (M-F), Column D (SSH), or Column E (SHIFT) but, not as a combination of columns.

M-F – Monday through Friday

SSH – Saturdays, Sundays, Holidays

SHIFT - Offeror's must refer to Section C.1 for building information. Buildings needing additional shifts of cleaning are listed as such.

2080 Hours is considered 1 Full Time Equivalent (FTE). This is the maximum number of work hours per year.

1 FTE results in net productive hours as follows: (a) 1880 annual hours allows for 10 holidays and an average of 3 weeks vacation time (Non-Union) or (b) 1832 annual hours allows for 10 holidays and an average of 3 weeks vacation time and 6 days of sick leave (Union)

(vii) WORK SCHEDULE for each discipline. See Normal Working Hours under Section C.2.22.

(2) A list of work that will be subcontracted for each facility covered by the specification.

(3) The following list identifies work that requires special skills, licenses, certifications, or equipment. Identify specifically whether this work will be accomplished by Contractor employees or subcontract. Submit copies of licenses, certifications, proof of special skills, and detail how special equipment will be provided. **Copies of these will not be counted as part of the 15 page quotation limitation.**

- Switchgear maintenance
- Electrical distribution system
- Generator maintenance
- Water treatment
- Central station monitoring
- Fire alarm systems maintenance
- Energy management system
- Backflow preventer maintenance
- Chiller maintenance
- Boiler maintenance
- Pest control
- Window washing
- Trash removal/disposal
- Recycling
- Lawn maintenance
- Other (explain)

(4) A Standard Operating Procedure (SOP) that outlines details and procedures to follow during Emergency Conditions at the facility(s). **The proposed SOP will not be counted as part of the 15 page quotation limitation.** The SOP must show:

How continuity of operations and communications will be maintained (include methods of security of equipment and isolation of utilities,

How the condition and location of the Offeror's personnel at the site will be verified, and

How the Offeror will work with Federal and State Officials.

#### **C. EXPERIENCE OF THE FIRM.**

The offeror must describe at least **3** projects that are the most similar in nature to the size, scope, and complexity of the services being required by this solicitation. For SBA approved joint ventures past experience of both firms (not individuals) will be considered. The projects must be **completed or ongoing** within the last **5** years of the solicitation date and when combined, provide at least **3** years experience. Experience on any single project must be of at least 1 year in duration. **NOTE: 3 one-year same service contracts which run concurrently will not meet the 3 year contract experience requirement.**

Briefly describe all services provided under each project as follows:

**Contract/Project Name/Contract Number:**

**Dates of Contract Performance:**

**Description:** Description of contract scope (i.e., Full Maintenance, Mechanical, Grounds Maintenance, etc.)

**Control:** Indicate whether on-site supervisor/project manager has autonomous authority to hire/fire personnel and to purchase needed supplies, materials, and equipment, etc.

**Complexity:** List any special mechanical equipment, operations that exceed 10 hours per day, locations with heavy visitor traffic such as border stations, high maintenance tenants such as MEPS, SSA, IRS, CBP, INS, and the Courts), etc.

**Type of facility(ies):** Indicate type of facility (multi-story office buildings, border stations, warehouses, courthouses, parking garages, maintenance garages, parking lots, etc.).

**Size of facility(ies):** Indicate size of each facility being shown as experience. The facility(ies) covered by this specification encompass(es) The facilities covered by this specification encompass(es)\*\*\* aggregate rentable square feet in approximately \* buildings which range in size from \*\*\*square feet, see Section C.1.

**Price:** Total contract value (including options)

#### **L.5. QUOTATION SUBMISSION** See Section B and B-3 Pricing Table.

Quotation shall be submitted to:

\*\*\*\*



## M. EVALUATION FACTORS FOR AWARD

### M.1. PROVISIONS

#### FAR 52.212-2 EVALUATION—COMMERCIAL ITEMS. (JAN 1999)

(a) The Government will award a BPA resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers\*:

\*See Section M.2 for Evaluation Factors and for the relative importance of evaluation factors, when combined, when compared to price.

(b) **Options**. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

#### FAR 52.217-5 EVALUATION OF OPTIONS. (JUL 1990)

Except when it is determined in accordance with FAR [17.206](#)(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

### M.2. BASIS FOR AWARD

Award will be made to a responsible Vendor whose quote is determined to provide the best value to the Government.

The Government intends to evaluate quotes and award a BPA without discussions with Vendors, except for when an explanation is required for a better understanding of the quote. Therefore, initial quotes should contain the Vendors' best terms from a technical and cost/price standpoint. The Government reserves the right to have conversations with vendors if determined necessary.

Definition: **Similar** is defined as: The control, scope, and complexity of services, and type and size of the facility serviced by the Contractor are **comparable** to what is required under the solicitation.

**Similarity of Past Performance and Experience will consider the following:**

- (1) **Control** – The extent of on-site supervisor/manager autonomy without corporate approval. (For example: ability to hire/terminate personnel, ability to purchase needed supplies, materials, and equipment, etc.)
- (2) **Scope** – The variety and type of services provided. (For example, full maintenance, custodial, operation and maintenance, and facility management services, etc.)
- (3) **Complexity** – The extent of obstacles to basic services. (For example, unique or specialized mechanical equipment, operations exceeding 10 hours per day, difficult locations with heavy visitor traffic, unique or specialized customer requests, etc.)
- (4) **Type of Facility(ies)** – The variety of types of facilities (For example, multi-story office buildings, border stations, warehouses, courthouses, parking garages, maintenance garages, and parking lots.)
- (5) **Size of Facility(ies)** – The aggregate square feet of all facilities combined, range in size of facilities from smallest to largest, and total number of facilities (For example, this solicitation covers 344,656 aggregate square feet in approximately 58 buildings which range in size from 29 square feet to 64,149 square feet).

### **M.3. EVALUATION CRITERIA**

Evaluation Criteria, when combined, are **significantly** more important than price, however; when technical evaluation becomes more equal in merit, price considerations become more important. The following 3 Evaluation Criteria are of equal importance. When in the best interest of the Government, the Government may award to other than the lowest priced quote or other than the highest technically rated quote.

#### **(1) Past Performance.**

Vendors past performance will be evaluated on the similarity of services performed to the services required under this solicitation, their record of conforming to contract requirements and standards of good workmanship, and their history of reasonable and cooperative behavior, and commitment to customer satisfaction.

In the case where an Vendor has similar past performance in addition to the 3 submitted past performance questionnaires or the Contract Specialist did not receive at least 3 past performance questionnaires under this solicitation, the Contract Specialist may contact any of the 5 references the Vendor submitted in accordance with Section L.4.(a). In addition, the Contract Specialist may rely on any other past performance sources such as interviews with Contracting Officers, Contracting Officer Representatives, Equipment Specialists, Building Management Specialists or Small Business Administration representatives and information reported in the Contractor Performance Assessment Reporting System (CPARS) or other past performance systems.

In case of a vendor without a record of similar past performance or for whom information on past performance is not available, the vendor will be given a neutral rating.

For SBA approved joint ventures, past performance records of both firms will be considered.

Past performance history of proposed subcontractor(s) or key personnel will not be considered.

**(2) Management Plan.**

The Management Plan will be evaluated on how well the Vendor demonstrates a clear understanding of the service requirements and the ability to identify, mitigate, manage, and control risks for successful performance. Vendor submission to Section L.4(b) will be used for evaluation.

**(3) Experience.**

Vendors will be evaluated on (at least 3 years experience within the last 5 years) similar services performed to those required by this solicitation. Vendor submission to Section L.4(c) will be used for evaluation.

**M.4. PRICE EVALUATION:**

The Government may use various price analysis techniques and procedures to ensure a fair and reasonable price. Total evaluated price will be calculated by adding the total for all 5 years from pricing proposed in Figure B-3 Pricing Sheets and B-4 Pricing Summary. All items in Figure B-3 will be evaluated and taken into consideration when price evaluations are conducted.